202306300004 06/30/2023 08:46 AM Pages: 1 of 5 Fees: \$207.50 Skagit County Auditor, WA

RETURN ADDRESS: Radian Settlement Services 1000 GSK Drive, Suite 210 Coraopolis, PA 15108

1280548132

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): <u>201807060021</u> Grantor(s): Additional on page _

1. The Shirley Family Trust dated June 10, 2020 as amended and/or restated

Grantee(s)

1. U.S. Bank National Association

Legal Description: SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, PTN. NE NW AKA LOT 2 PL05-0228

Additional on page 2

Assessor's Tax Parcel ID#: P126533

THIS MODIFICATION OF DEED OF TRUST dated May 15, 2023, is made and executed between Bryan E Shirley Jr and Raylene M Shirley Jr aka Raylene Shirley, not personally but as Trustees on behalf of The Shirley Family Trust dated June 10, 2020 as amended and/or restated, whose address is 7342 Miller Rd, Anacortes, WA 98221-8318 ("Grantor") and U.S. Bank National Association, whose address is Wealth Management - Portland, 111 SW 5th Ave Ste. 600, Portland, OR 97204 ("Lender").

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 31, 2018 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded in the Office of the Skagit County Auditor.

County of Recording: Skagit County, Washington

Date of Recording: July 6, 2018

Document No.: 201807060021.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. LOTS 2 OF SKAGIT COUNTY SHORT PLAT NO. PL05-0228, APPROVED JULY 31, 2007 AND RECORDED AUGUST 2, 2007 AS SKAGIT COUNTY AUDITOR'S FILE NO. 200708020140; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. ABSTRACT PROPERTY.

The Real Property or its address is commonly known as 7342 Miller Road, Anacortes, WA 98221. The Real Property tax identification number is P126533.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Deed of Trust:

Extension of the maturity date of the Indebtedness. Addition of new Indebtedness secured by the Deed of Trust.

To evidence the modification(s) described above, the following references in the Deed of Trust definition of "Credit Agreement" are amended to read as follows:

Date of Credit Agreement: May 15, 2023

Principal Amount of Credit Agreement: \$365,000.00

The Credit Agreement described above has been executed and delivered in substitution for, and not in repayment of, the Credit Agreement as originally described in the Deed of Trust.

The substitution Credit Agreement described above evidences new Indebtedness in the principal amount of \$185,000.00. The parties hereby agree that the Deed of Trust will secure all existing and new Indebtedness evidenced by the substitution Credit Agreement described above.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not walve Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the Intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the in on-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Deed of Trust shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 15, 2023.

MODIFICATION OF DEED OF TRUST (Continued)

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GRANTOR:

THE SHIRLEY FAMILY TRUST DATED JUNE 10, 2020 RESTATED	AS AMENDED AND/OR	
By: English E Shirley Family Trust dated June 10, 2020 as anonded and/or restated		
By: Raylend M Shirley Jr aka Raylene Shirley, Prester of The Shirley Family Trust dated June 10, 2020 as amended and/on restated		
LENDER:		
U.S. BANK NATIONAL ASSOCIATION		
Nethen Alevens-		
X Authorized Officer		
TRUST ACKNOWLEDGMENT		
STATE OF WASHINGTON		
)) SS	
COUNTY OF SKAGIT		
This record was acknowledged before me on $\underbrace{J_{1}NE}_{Jr, Trustee of The Shirley Family Trust dated June 10, 2020 as amended and/or restated.}$ by Bryan E Shirley		
	CA 2027 Frand	
	(Signature of hotary public	
CHRISTINE J LOVE Notary Public State of Washington	Banker / Notary	
	(Title of office)	
Commission # 21013430 My Comm. Expires Mar 27, 2025	My commission expires:	
	Harch 27th, 2025	
- • •	(date)	

	N OF DEED OF TRUST Continued) Page 4
TRUST ACKNOWLEDGMENT	
STATE OF WAGHINGTON COUNTY OF CKAGIT This record was acknowledged before me on)) SS) Tいいこ STM
CHRISTINE J LOVE Notary Public State of Washington Commission # 21013430 My Comm. Expires Mar 27, 2025	(Signature of notary public) BANKer/ Hot Ary (Title of office) My commission expires: <u>Harch</u> 27, 2025 (date)



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