Skagit County Auditor, WA

AFTER RECORDING RETURN TO: Consumer Loan Servicing P.O. Box 1391 Walla Walla, WA 99362-2181

(Space Above This Line For Recording Data)

## **MODIFICATION AGREEMENT - DEED OF TRUST**

THIS MODIFICATION AGREEMENT ("Agreement") is made this 16th day of August, 2023, between Todd M. Young and Janna L. Young, husband and wife, whose address is 1104 K Ave, Anacortes ("Grantor"), and Banner Bank - Anacortes Branch whose address is 1400 Commercial Avenue, Anacortes, Washington 98221 ("Lender").

Banner Bank - Anacortes Branch and Grantor entered into a Deed of Trust dated December 3, 2015 and recorded on December 7, 2015, filed for record in the records of the County of Skagit, State of Washington with Recording Number 201512070027 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1104 K Ave, Anacortes, Washington 98221 Legal Description:

Brief Legal: LOTS 1 & 2, BLK 9, QUEEN ANNE ADD

LOTS 1 AND 2, BLOCK 9 QUEEN ANNE ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS. PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel ID/Sidwell Number: Tax ID: 3812-009-002-0001/ P58719 Property Size: 1 acres.

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

Increase Line of Credit limit from \$100,000.00 to \$241,500.00.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

O 2004-2023 Compliance Systems, LLC 94436620-4766452c - 2022.343.27.6 Modification Agreement - Real Estate Socurity Instrument DL6016

Page 1 of 3

www.compliancesystems.com

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON COUNTY OF SKABIT

On this day personally appeared before me Todd M Young and Janna L Young, to me known to be the individuals voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 08162-23

Notary Public

My commission expires: 01/10/2027

Notary Public, in and for the state of Washington, residing at

1400 Commercial

(Official Seal)

LENDER: Barron

By: Ravi Tennekone

Date 08 (4) 2023

Its: Client Relationship Consultant

## **BUSINESS ACKNOWLEDGMENT**

STATE OF WASHINGTON
COUNTY OF Staget
On this the 8/14/23, before me, Kimbery Valera Notary Public, personally
appeared Ravi Tennekone, Client Relationship Consultant on behalf of Banner Bank - Anacortes Branch, a(n) Washington-Chartered Commercial Bank, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Client Relationship Consultant of Banner Bank - Anacortes Branch, and that the foregoing instrument is the voluntary act and deed of the Lender.
In witness whereof, I hereunto set my hand and, if applicable, official seal.
My commission expires: 7   2312025
Notary Public, in and for the state of Washington, Wotary Public Presiding at
Ana cortes, use
(Official Seal)  PUBLIC PUBLIC COMMON AND AND AND AND AND AND AND AND AND AN
NMLS COMPANY IDENTIFIER: 439266 NMLS ORIGINATOR IDENTIFIER: 2455604
THIS INSTRUMENT PREPARED BY: Consumer Loan Servicing P.O. Box 1391 Walla Walla, WA 99362-2181