

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 3rd day of June, 2024, between Roger D. Herbaugh and Anne L. Herbaugh, husband and wife, whose address is 15515 Ovenell Rd, Mount Vernon, WA 98273 ("Grantor"), and Banner Bank - Burlington Branch whose address is 301 E Fairhaven Avenue, Burlington, Washington 98233 ("Lender").

Banner Bank - Burlington Branch and Grantor entered into a Deed of Trust dated May 23, 2014 and recorded on May 29, 2014, filed for record in the records of the County of Skagit County, State of Washington with Recording Number 201405290004 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 15515 Ovenell Rd, Mount Vernon, Washington 98273-8269

Legal Description:

Brief Legal: PTN SE 1/4 3 W 1/2 NE 10-34N-3E

See attached Exhibit A

Parcel ID/Sidwell Number: Tax ID: P21082

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:

- Decrease Line of Credit limit from \$75,000.00 to \$30,000.00.

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.

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.

Roger D Herbaugh 6/8/24
Roger D Herbaugh Date

Anne L Herbaugh 6-3-24
Anne L Herbaugh Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

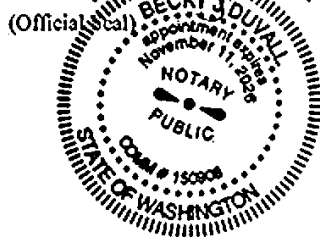
COUNTY OF Skagit

On this day personally appeared before me Roger D Herbaugh and Anne L Herbaugh, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 6/3/2024

My commission expires: 11-1-2026

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

301 E Fairhaven Ave
Burlington WA 98233



Becky Duval
Notary Public

LENDER: Banner Bank - Burlington Branch

Becky Duval 6/3/2024
By: Becky Duval Date
Its: Personal Banker

BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skagit

On this the 6-3-2024, before me, Heather Kuchera a Notary Public, personally appeared Becky Duvall, Personal Banker on behalf of Banner Bank - Burlington 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 Personal Banker of Banner Bank - Burlington 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: Mar 4, 2028

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

Sedro Woolley, WA

(Official Seal)

Heather Kuchera
Notary Public



NMLS COMPANY IDENTIFIER: 439266

NMLS ORIGINATOR IDENTIFIER: 713585

THIS INSTRUMENT PREPARED BY:

Consumer Loan Servicing
P.O. Box 1391
Walla Walla, WA
99362-2181

Exhibit A **Legal Description**

THE WEST 260.25 FEET (AS MEASURED ALONG THE NORTH LINE) OF THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHERLY OF THE NORTHERLY LINE OF OVENELL ROAD NO. 3150, ALSO KNOWN AS BALL ROAD.

THAT PORTION OF THE SOUTHWEST OF THE SOUTHEAST ¼ OF SECTION 3, AND THE WEST 1/2 OF THE NORTHEAST OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST OF SAID SECTION 3, SAID POINT BEING NORTH 89°17'30" WEST 1,312.9 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 2, 3, 10, AND 11; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST OF THE SOUTHEAST ¼, NORTH 89°17'30" WEST 656.4 FEET; THENCE NORTH 01°01'00" WEST, 676.3 FEET TO THE CENTER LINE OF THE BOY HILL DITCH, WHICH POINT IS WITNESSED BY A 2 INCH IRON PIPE SET SOUTH 01°01'00" EAST 10 FEET; THENCE ALONG THE CENTER LINE OF SAID BOYD HILL DITCH NORTH 58°00'30" EAST 405.3 FEET; THENCE NORTH 42°09'30" EAST 340.8 FEET; THENCE SOUTH 89°56'30" EAST, 76.6 FEET TO THE EAST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 3, SAID POINT BEING WITNESSED BY A 2 INCH IRON PIPE SET SOUTH 00°57'30" EAST 10.0 FEET; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼ NORTH 00°57'30" WEST 189.8 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°24'00" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST ¼, 1315.6 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°04'30" EAST ALONG THE WEST LINE OF SAID SOUTHWEST OF THE SOUTHEAST ¼, 1339.1 FEET TO THE ¼ SECTION CORNER BETWEEN SECTIONS 3, AND 10 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 00°21'30" WEST ALONG THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 10, 1713.1 FEET TO THE CENTER OF HIGGINS SLOUGH, WHICH POINT IS WITNESSED BY A 2 INCH IRON PIPE SET NORTH 00°21'30" EAST 20.0 FEET; THENCE ALONG THE CENTER LINE OF HIGGINS SLOUGH SOUTH 83°45'00" EAST 56.1 FEET; THENCE SOUTH 77°49'00" EAST 171.0 FEET; THENCE SOUTH 54°30'00" EAST 87.0 FEET; THENCE SOUTH 46°17'30" EAST, 479.0 FEET TO THE NORTHERLY LINE OF THE GREAT NORTHERN RAILWAY RIGHT-OF-WAY; THENCE NORTH 73°29'30" EAST ALONG THE NORTHERLY LINE OF SAID RAILWAY RIGHT-OF-WAY, 711.3 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 10, WHICH POINT IS WITNESSED BY A 2 INCH IRON PIPE SET NORTH 00°32'00" EAST 41.9 FEET; THENCE NORTH 00°32'00" EAST ALONG THE EAST LINE OF SAID WEST ¼ OF THE NORTHEAST ¼, 1906.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 266.38 FEET (AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTH LINE),

EXCEPT ROADS, DITCHES, AND RIGHTS-OF-WAY THEREFORE, EXCEPT ANY PORTION THEREOF CONDEMNED BY DRAINAGE DISTRICT 19 BY DECREE ENTERED DECEMBER 5, 1911, IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 8989, TOGETHER WITH THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3; THENCE SOUTH 0°07'49" WEST (CALLED SOUTH 1°04'30" EAST IN PREVIOUS DESCRIPTIONS) ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 266.50 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 266.38 FEET (AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTH LINE) OF SAID SUBDIVISION; THENCE SOUTH 88°12'59" EAST (CALLED SOUTH 89°24'00" EAST IN PREVIOUS DESCRIPTIONS) ALONG SAID SOUTH LINE FOR A DISTANCE OF 260.25 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 260.25 FEET (AS MEASURED ALONG THE NORTH LINE) OF SAID SUBDIVISION, AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°12'59" EAST FOR A DISTANCE OF 118.07 FEET; THENCE SOUTH 0°07'49" WEST FOR A DISTANCE OF 231.57 FEET; THENCE SOUTH 79°50'58" WEST FOR A DISTANCE OF 23.09 FEET; THENCE SOUTH 9°00'33" EAST FOR A DISTANCE OF 107.90 FEET; THENCE SOUTH 16°50'28" EAST FOR A DISTANCE OF 166.19 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF OVENELL ROAD (BEING 15 FEET NORTHWESTERLY FROM THE AS-CONSTRUCTED ROADWAY CENTERLINE); THENCE SOUTH 58°58'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN OF OVENELL ROAD FOR A DISTANCE OF 194.51 FEET, MORE OR LESS, TO SAID EAST LINE OF THE WEST 260.25 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AT A POINT BEARING SOUTH 0°07'49" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0°07'49" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 603.40 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID: P21082

THIS BEING THE SAME PROPERTY CONVEYED TO DONALD L. HERBAUGH AND HELEN E. HERBAUGH, HUSBAND AND WIFE; AND ROGER D. HERBAUGH AND ANNE L. HERBAUGH, HUSBAND AND WIFE BY DEED FROM ROGER D. HERBAUGH AND ANNE L. HERBAUGH, HUSBAND AND WIFE; AND DONALD L. HERBAUGH AND HELEN E. HERBAUGH, HUSBAND AND WIFE DATED FEBRUARY 26, 2013 AND RECORDED MARCH 22, 2013 UNDER (BOOK) 1521 / (PAGE) 0494 201303220157 OF THE SKAGIT COUNTY, WA RECORDER'S OFFICE.