

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 1st day of November, 2024, between James R. Whitcher, whose address is 13224 Thomas Ln, Anacortes, WA 98221 ("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 October 14, 2017 and recorded on October 17, 2017, filed for record in the records of the County of Skagit, State of Washington with Recording Number 201710170018 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 13244 Thomas Ln, Anacortes, Washington 98221-8268

Legal Description:

Brief Legal: PTN NW 1/4 NW 1/4, SEC 8, T34N, R2E

See attached Exhibit A

Parcel ID/Sidwell Number: Tax ID: P20125 / 340208-2-013- 0005

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 \$125,000.00 to \$400,000.00.

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.

[Signature] 11-18-24  
James R Whitcher Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skiagit

On this day personally appeared before me James R Whitcher, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 11-18-24.

My commission expires: 01/10/2027

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

1400 Commercial Ave

Anacortes, WA 98221

(Official Seal)

[Signature]  
Notary Public



LENDER: Banner Bank - Anacortes Branch

[Signature]  
By: Adamari Gonzales Santiago Date  
Its: Teller

## BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skagit

On this the November 08<sup>th</sup>, 2024, before me, Ravindra K. Tennekone, a Notary Public, personally appeared Adamari Gonzales Santiago, Teller 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 Teller 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: 01/10/2027

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

1400 Commercial Ave  
Anacortes, WA 98221

(Official Seal)

Ravindra K. Tennekone  
Notary Public



NMLS COMPANY IDENTIFIER: 439266  
NMLS ORIGINATOR IDENTIFIER: 244376

## THIS INSTRUMENT PREPARED BY:

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

**Exhibit A  
Legal Description**

**PARCEL "A":**

ALL THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING SOUTHEASTERLY OF THE SOUTHEASTERLY BOUNDARY LINE OF STATE HIGHWAY NO. 525;

EXCEPT ALL THAT PORTION THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., 223.128 FEET WEST OF THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 03°39'34" WEST FOR 56.993 FEET;

THENCE NORTH 18°46'08" WEST FOR 89.765 FEET TO THE SOUTHEASTERLY LINE OF STATE HIGHWAY NO. 525 AND THE TERMINUS OF SAID LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, ON JANUARY 2, 2008, UNDER AUDITOR'S FILE NO. 200801020102, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**PARCEL "B":**

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 330 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION FOR 225 FEET;

THENCE SOUTH 88°48' EAST FOR 125 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 125 FEET OF THE EAST 330 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4;

THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION 225 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4;

THENCE WEST ALONG THE NORTH LINE THEREOF FOR 125 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, 223.1218 FEET WEST OF THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE ABOVE DESCRIBED TRACT TO A POINT WHICH LIES NORTH 88°48' WEST OF A POINT WHICH LIES ON THE EAST LINE OF THE ABOVE DESCRIBED TRACT, AND IS 187.38 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT;

THENCE SOUTHEASTERLY TO INTERSECT THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT BEING THE TERMINUS OF SAID LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, ON JANUARY 2, 2008, UNDER AUDITOR'S FILE NO. 200801020102, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**PARCEL "C":**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 15 FOOT STRIP OF LAND LYING EASTERLY OF AND ADJACENT TO THE EASTERLY BOUNDARY LINES OF PARCELS A AND B ABOVE.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax ID: P20125 / 340208-2-013- 0005

THIS BEING THE SAME PROPERTY CONVEYED TO JAMES R WHITCHER BY DEED FROM BARRY R WHITCHER DATED FEBRUARY 22, 2016 AND RECORDED MARCH 2, 2016 UNDER (BOOK) 1507 / (PAGE) 0244 201603020080 OF THE SKAGIT COUNTY, WA RECORDER'S OFFICE.

Property Report  
File No.: 2538960WA