

Skagit County Auditor 8/26/2013 Page

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Please Return Document to: Washington Federal Attn: Michael O'Rourke 425 Pike Street Seattle, WA 98101 Loan Number 372260-0

> LAND TITLE OF SKAGIT COUNTY MODIFICATION AGREEMENT 147086-042 (Home Equity Lines of Credit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated on the 15th day of August 2013, by and between WASHINGTON FEDERAL (the "Lender") and Daniel Crookes and Jean E. Crookes, ("borrowers"), provides:

WHEREAS, the Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument") dated June 20, 2007, made by the Borrower to the Lender and recorded under Number 200706210063 of said county securing the repayment of an indebtedness up to a maximum principal amount of \$150,000 plus interest owed by the Borrower to the Lender under the terms of the Home Equity Line of Credit Agreement and Promissory Note, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at 4047 Sharpe Road, Anacortes, WA 98221, the real property described being set forth as follows:

Lot 6, "Bridle Trail Estates," as per plat recorded in Volume 16 of Plats, page 90, records of Skagit County, Washington.

Together with a non-exclusive access easement over and across the North 20 feet of the East 30 feet of Lot 9 of said Plat.

Situate in the County of Skagit, State of Washington.

NOW, THEREFORE, for good and valuable consideration, the Lender and the Borrowers agree as follows:

- 1. The Security Instrument was modified to decrease the Credit Limit from \$150,000 to \$100,000.00 with the subordination agreement recorded under recording number 200911090007.
- 2. The Security Instrument is hereby modified to decrease the maximum aggregate amount of principal to be secured at any one time from \$100,000 to \$46,400.
- 3. The line will be closed to further draws above \$46,400.

This Agreement shall be binding upon and Inure to the benefit of the respective heirs, successors, and assigns of the parties.

- a) Unless otherwise defined in the Agreement, all the capitalized terms shall Have the same meaning as given in the Account Agreement and Security Instrument.
- b) Nothing in the Agreement shall be construed to be a satisfaction or release in otherwise specifically provided in the Agreement, the Account Agreement and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all the terms and provisions thereof, as amended by the Agreement.
- c) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless this Agreement or the context otherwise requires.

Borrowers Initial UC Initial

Page 1 of 2 pages

This Loan Modification Agreement is given, executed and delivered by the undersigned on the same day and year first written above. (Seal) Daniel Crookes Lender: Washington Federal (Space below this Line for Acknowledgements) -----On this day personally appeared before me Daniel Crookes and Jean E. Crookes, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 2 day of Cuquit, 2013. My Commission expires: Notary Public in and for the State of Washington Residing at: 1 100 mg Notary Public State of Washington LISA J CURE COMMISSION EXPIRES July 16, 2014