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Skagit County Auditor

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ACCOMMODATION RECORDING ONLY

Document 1 Title: Modification of Deed of Trust	
Reference Nos: 201305310003	
Additional Reference #s on page:	
Grantors:	Grantees:
Knutzen, Mark I	Northwest Farm Credit Services, FLCA
Knutzen, Patricia A.	
Additional Grantors on page:	Additional Grantees on page:
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Document 2 Title:	
Reference Nos:	
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Grantors:	Grantees:
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Additional Grantors on page:	Additional Grantees on page:
Abbreviated Legal Description:	
Lot 16, Bay Meadows	
Additional legal is on page: _6	
A North Ten Daniel/A servet North one	
Assessor's Property Tax Parcel/Account Numbers:	
4876-000-016-0000, P123858	
4070-000-010-0000	

Modification of Deed of Trust (Mark I. Knutzen/Note No. 6087531)

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification"), dated as of April 25, 2018, is made by and between Mark I. Knutzen and Patricia A. Knutzen, husband and wife ("Grantor"), whose address is 14332, and Northwest Farm Credit Services, FLCA, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Deed of Trust, dated May 24, 2013 was executed in favor of UPF Washington, Incorporated ("Trustee"), whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216, for the benefit of Beneficiary, which was recorded on May 31, 2013, as Instrument No(s). 201305310003 in the Official Records of Skagit County, Washington (as modified, amended or restated, the "Deed of Trust"), covering the land described on the attached Exhibit A;

WHEREAS, the parties have agreed to add the real property in Skagit County, Washington described on Exhibit B hereto and incorporated herein by this reference (the "Additional Collateral") to the property encumbered by the Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

/ ARTICLE I AMENDMENTS

- 1.1 Recitals, References and Definitions.
- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All references in the Deed of Trust to the Collateral" shall be deemed to include the Additional Collateral.
- c. All references in the Deed of Trust to the "Rents" shall include the rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral.]
- d. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.
- e. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

ARTICLE 2 Supplemental Grant of Security

2.1 Grant of Security. Grantor, in consideration of the indebtedness secured by the Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN FRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, all Grantor's existing and future rights, titles, interests, estates, powers and privileges in or to the real property described on Exhibit B attached to this Modification and incorporated herein.

Modification of Deed of Trust (Mark I, Knutzen/Note No. 6087531)

- 2.2 Grant of Security Interest. As security for the payment, performance and observance of the indebtedness secured by the Deed of Trust, Grantor, as debtor, hereby grants to Beneficiary, as secured party, a security interest in all of Grantor's existing and future right, title and interest in and to the Collateral related to the Additional Collateral.
- 2.3 Fixture Filing. This Modification is intended to serve as a Fixture filing covering Fixtures located on the Additional Collateral pursuant to the terms of the applicable Uniform Commercial Code.
- 2.4 Assignment of Rents, Issues and Profits. Grantor absolutely, unconditionally and irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Additional Collateral (collectively the "Additional Rents"), and gives to Beneficiary the right, power and authority to collect such Additional Rents.
- 2.5 Supplemental Nature of Grants. The grants and assignments provided by this Article 2 are in addition to and supplemental of and not in substitution for the grants provided by the Deed of Trust, and nothing herein contained shall affect or impair the lien or priority of the Deed of Trust as to the indebtedness secured thereby prior to giving effect to this Modification.

ARTICLE 3 MISCELLANEOUS

- 3.1 Acceptance By Trustee. Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.
- 3.2 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.
- 3.3 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.
- 3.4 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 3.5 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 3.6 WAIVER OF JURY TRIAL. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DEFECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. IT IS INTENDED THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Modification of Deed of Trust (Mark I, Knutzen/Note No. 6087531)

IN WITNESS WHEREOF, Granto written	and Beneficiary have duly executed this Modification as of the date first above
GRANTOR:	
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Markey In	who
Mark I. Knutzen	
Patricial X	nuten
Patricia A. Knutzen	
BENEFICIARY:	▶
Northwest Farm Credit Services, FI	CA
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By	
Authorizéd Agent	
STATE OF Washing	ton
County of Skaget)ss.)
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to me to be the parson described in same as his free as an argudeed.	and the executed the within instrument, and acknowledged that he executed the
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STATE OF WAShington)ss.
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(Mark I. Knutzen/Note No. 6087531) 4

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On othis, 21 day of Anni, 2018, before me personally appeared
that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act
and deed; and on oath stated that he/she was authorized to executed said instrument.
Notary Public for the State of
My commission expires 1 5 - 9 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7
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Modification of Deed of Trust (Mark I. Knutzen/Note No. 6087531)
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EXHIBIT A PROPERTY DESCRIPTION

Lot 16, "BAY MEADOWS", as per plat recorded on November 28, 2005, under Auditor's File No. 200511280180, records of Skagir County, Washington.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 4876-000-016-0000

Modification of Deed of Trust (Mark I. Knutzen/Note No. 6087531)

EXHIBIT B ADDITIONAL COLLATERAL DESCRIPTION

BLA Parcel

All that portion of Lot 15, "BAY MEADOWS," as per plat recorded on November 28, 2005, under Auditor's File No. 200511280180, records of Skagit County, Washington lying East of Line X and North of Line Y described as follows:

Line X

Beginning at the Northwest comer of Lot 16 of said Plat; thence South 00°02′41″ West along the West line of said Lot 16 for a distance of 185.00 to an angle point; thence continue South 00°02′41″ West for a distance of approximately 136 feet to it's point of intersection with the Westerly projection of the South boundary of said Lot 16 and the terminus of this line.

Line Y

Beginning at the Southeast corner of Lot 16 of said plat thence North 89°57′19″West along the South line of said Lot 16 for a distance of 122.85 to an angle point; thence continue North 89°57′19″West to the point of intersection with the above-described Line X said point also being the terminus of this line.

Situate in the County of Skagit, State of Washington.

Modification of Deed of Trust (Mark I. Knutzen/Note No. 6087531)