

AFTER RECORDING RETURN TO:  
Coastal Community Bank  
5415 Evergreen Way  
Everett, WA 98203-0000



**202004070054**

04/07/2020 12:40 PM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

**Land Title and Escrow**

**ACCOMMODATION  
RECORDING ONLY**

m- 22099

(Space Above This Line For Recording Data)

LOAN NUMBER: 1904316900

**MODIFICATION AGREEMENT - DEED OF TRUST**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 1st day of April, 2020, between Tyra Malmberg-O'Kelley, who acquired title as Tyra L. Malmberg, and who also appears of record as Tyra O'Kelley, Husband and Wife, whose address is 630 Maulsby Lane, Everett, Washington 98201, and M. Shannon O'Kelley, whose address is 630 Maulsby Ln, Everett, Washington 98201-1031 ("Grantor"), and Coastal Community Bank whose address is 5415 Evergreen Way, Everett, Washington 98203 ("Lender").

Coastal Community Bank and Grantor entered into a Deed of Trust dated June 26, 2019 and recorded under Skagit County Auditor's Recording Number 201906280030 on June 28, 2019, records of County of Skagit, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 35143 Lucky Lane, Mount Vernon, Washington 98274

Legal Description:

Lot 3, "LAKE CAVANAUGH PARK," as per plat recorded in Volume 7 of Plats, pages 63 and 64, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Parcel ID/Sidwell Number: Tax Parcel No.: 3940-000-003-0004, P67025

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:

- The Commercial Deed of Trust maximum principal secured amount shall be \$502,142.00. All other terms and conditions remain the same..

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.** 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.

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.

M. Shannon O'Kelley 3/31/2020  
M. Shannon O'Kelley Date  
Individually

Tyra O'Kelley 3/31/20  
Tyra O'Kelley, By Tyra O'Kelley Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )  
COUNTY OF Snohomish )

On this day personally appeared before me Tyra O'Kelley, Husband and Wife, 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

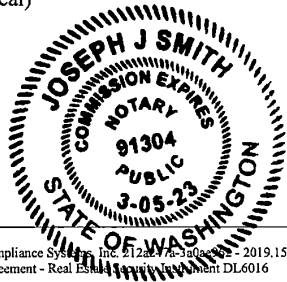
My commission expires: 3/5/23

, in and for the state  
of Washington, residing at

Lake Stevens, WA 98253

[Signature]  
Identification Number

(Official Seal)

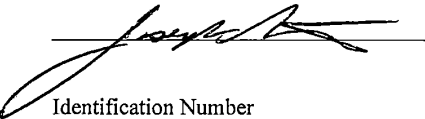


INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )  
COUNTY OF Snohomish )

On this day personally appeared before me M. Shannon O'Kelley, 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

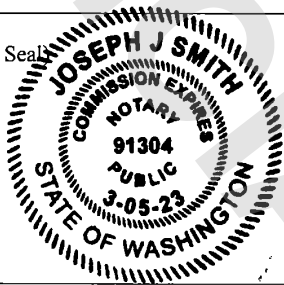
My commission expires: 3/5/23



, in and for the state  
of Washington, residing at  
Lake Stevens WA 98258

Identification Number

(Official Seal)



LENDER: Coastal Community Bank

 4/1/2020  
By: Joe Smith Date  
Its: VP/Relationship Manager



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF Snohomish )

On this the April 3, 2020, before me, \_\_\_\_\_, a \_\_\_\_\_, personally appeared Joe Smith, VP/Relationship Manager on behalf of Coastal Community Bank, a(n) Community 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 VP/Relationship Manager of Coastal Community Bank, and that the foregoing instrument is the voluntary act and deed of the Lender.

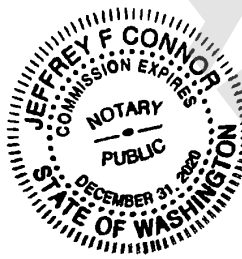
In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 12-31-20

\_\_\_\_\_, in and for the state of Washington, residing at

Mount Vernon  
Jeffrey F. Connor

(Official Seal)



THIS INSTRUMENT PREPARED BY:  
Coastal Community Bank  
5415 Evergreen Way  
Everett, WA 98203-0000

