06/21/2022 09:59 AM Pages: 1 of 4 Fees: \$206.50

Skagit County Auditor, WA

AFTER RECORDING RETURN TO: Coastal Community Bank 10520 19th Ave SE Everett, WA 98208

(Space Above This Line For Recording Data)

LOAN NUMBER: 19-9500

NMLS ORIGINATOR IDENTIFIER: 658706



MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 15th day of June, 2022, between Richard T Rodriguez and Judy Rae Rodriguez Living Trust, Dated September 20, 2019 and Richard T Rodriguez and Judy Rae Rodriguez, as Trustees, whose address is 3911 West 12th, Anacortes, Washington 98221-4537 ("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 May 10, 2021 and recorded 05/14/2021 under auditors file # 202105140021, records of County of Skagit, State of Washington ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 3911 West 12th, Anacortes, Washington 98221-4537

Legal Description: See Attached Exhibit A

Parcel ID/Sidwell Number: P122209 / 3834-011-008-0000

LT(S) 6, 7 AND 8, BLK 11, "TUTTLE & BUCKLEY'S PLAT OF ANACORTES"

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 \$200,000.00 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.

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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.

6-15-20221

Rodriguez Living Trust, By Trustee Date

Richard T Rodriguez

Rodriguez Living Trust By Trustee Date

Judy Rae Rodriguez

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

WASHINGTON

COUNTY OF (Mohomit -)

On this day personally appeared before me Richard T Rodriguez and Judy Rae Rodriguez, Trustees on behalf of the Rodriguez Living Trust dated September 20, 2019, 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 15th day of June, 2022.

My commission expires: 6 (1a/2)

Notary Public, in and for the state of Washington,

Notary Public

Identification Number

(Official Seal)

STATE OF WASHING LENDER: Coastal Community Bank

By Tara Long Its: VP/Consumer Lending Officer

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BUSINESS ACKNOWLEDGMENT STATE OF WASHINGTON COUNTY OF Snohomish On this the 15th day of June, 2022, before me, Matthew T. Reed , a Notary Public. personally appeared Tara Long, VP/Consumer Lending Officer 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/Consumer Lending Officer 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: 10-19-23 Notary Public, in and for the state of Washington, Notary Public residing at Snohomish

(Official Seal)



THIS INSTRUMENT PREPARED BY: Coastal Community Bank 10520 19th Ave SE Everett, WA 98208

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): P122209 / 3834-011-008-0000

LOT(S) 6, 7 AND 8, BLOCK 11, "TUTTLE & BUCKLEY'S PLAT OF ANACORTES, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES OVER, ACROSS AND UNDER THE NORTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1, "PLAT OF ROCK RIDGE SOUTH, PHASE 1," AS RECORDED JANUARY 24, 2007, UNDER AUDITOR'S FILE NO. 200701240094, AND AMENDED BY INSTRUMENT RECORDED JANUARY 25, 2007, UNDER AUDITOR'S FILE NO. 200701250133, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE ACCURATELY DESCRIBED AS LOT 1 OF PHASE 1 OF "PLAT OF ROCK RIDGE SOUTH, PHASE 1 & 2," AS RECORDED JANUARY 24, 2007, UNDER AUDITOR'S FILE NO. 200701240094, AND AMENDED BY INSTRUMENT RECORDED JANUARY 25, 2007, UNDER AUDITOR'S FILE NO. 200701250133, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

MATTER DATE INITIAL DATE