



200201030073

Skagit County Auditor

1/3/2002 Page 1 of 3 3:16PM

**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264

LAND TITLE COMPANY OF SKAGIT COUNTY

P997435

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): \_\_\_\_\_

Additional on page \_\_\_\_\_

Grantor(s):

1. Tokarchuk, Leslie J
2. Tokarchuk, Marcia A

Grantee(s)

1. PEOPLES BANK

Legal Description: PTN SW1/4, SE1/4, 11-34-3 E W.M.

AKA TR. 1 & PTN TR. 4, SP 54-79

Additional on page 2

Assessor's Tax Parcel ID#: 340311-4-009-0007 & 340311-4-009-0300

**THIS MODIFICATION OF DEED OF TRUST dated December 31, 2001, is made and executed between Leslie J Tokarchuk and Marcia A Tokarchuk, Husband and Wife, whose address is 16523 Bennett Rd, Mount Vernon, WA 98273 ("Grantor") and PEOPLES BANK, MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").**

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 5014762-102

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated March 31, 2000 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**Recorded April 5, 2000 under Auditor's no. 200004050005 in records of Skagit County, WA.**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

**PARCEL A:**

Tract 1 of Skagit County Short Plat No. 54-79, approved June 1, 1979 and recorded June 4, 1979, under Auditor's File No. 7906040032, in Volume 3 of Short Plats, page 117, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 34 North, Range 3 East, W.M.

Situate in County of Skagit, State of Washington.

**PARCEL B:**

That portion of Tract 4 of Skagit County Short Plat No. 54-79, approved June 1, 1979, and recorded June 4, 1979, under Auditor's File No. 7906040032, in Volume 3 of Short Plats, page 117, records of Skagit County, Washington; being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 34 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the Northwest corner of Tract 1 of said Short Plat No. 54-79: thence North 00 degrees 56'06" East, along the Northerly extension of the Westerly line of said Tract 1, a distance of 70.00 feet; thence South 88 degrees, 32'20" East, parallel to the North line of said Tract 1, a distance of 346.34 feet; thence South 00 degrees 56'06" West, parallel to the East line of said Tract 1, a distance of 381.15 feet, more or less, to the South line of Tract 4; thence North 88 degrees 32'20" West, along said South line, a distance of 60.00 feet, more or less, to the Southeast corner of said Tract 1; thence North 00 degrees 56'06" East, along the East line of said Tract 1, a distance of 311.15 feet to the Northeast corner thereof; thence North 88 degrees 32'20" West, along the North line of said Tract 1, a distance of 286.34 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as 16523 Bennett Rd, Mount Vernon, WA 98273. The Real Property tax identification number is 340311-4-009-0007 & 340311-4-009-0300

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**Increase principal from \$59,589.78 to \$75,000.00.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 31, 2001.**

**GRANTOR:**

x *Leslie J. Tokarchuk*  
Leslie J Tokarchuk, Individually

x *Marcia A. Tokarchuk*  
Marcia A Tokarchuk, Individually

**LENDER:**

x *Misty A. Hubbard*  
Authorized Officer



200201030073  
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1/3/2002 Page 2 of 3 3:16PM

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5014762-102

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this day, before me, the undersigned Notary Public, personally appeared Leslie A Tokarchuk and Marcia A Tokarchuk, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of Dec, 2001

By Meredith Alldredge Notary Public in and for the State of WA My commission expires 4-30-03

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

