



200204150111  
Skagit County Auditor

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When Recorded Return to:  
KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715  
(360) 336-3161

### MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): **NANCY MONK** HUSBAND  
**MICHAEL W. MAHAFFEY** WIFE

GRANTEE ("Lender"): KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715

TRUSTEE: FIRST AMERICAN HES  
720 THIRD AVE, SUITE 2020 SEATTLE, WA 98104

ABBREVIATED LEGAL DESCRIPTION:  
GOVT LOT 1 SEC 5 TWP 33 N RANGE 5 E

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 330505-1-001-0307  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200012260020

BORROWER	
NANCY A. MONK	
ADDRESS	
18157 PERIWINKLE LN MOUNT VERNON, WA 98274	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 8th day of April 2002, is executed by and between the parties identified above and KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On December 08, 2000, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of forty thousand and 00/100 Dollars (\$ 40,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on December 26, 2000 in Book NA at Page NA in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to \_\_\_\_\_, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of forty thousand and 00/100 dollars (\$40,000.00) is hereby increased to fifty six thousand and 00/100 dollars (\$56,000.00), an increase of sixteen thousand and 00/100 dollars (\$16,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

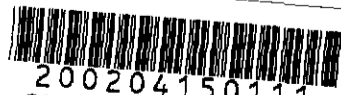
**SCHEDULE A**

The following described real property located in the County of SKAGIT, State of Washington:

The West 9 acres of Government Lot 1, Section 5, Township 33 North, Range 5 East, W.M., EXCEPT road along the North line thereof, AND EXCEPT the North 431 feet thereof. Situate in the County of Skagit, State of Washington.      Abbrev Legal      Govt Lot 1 Sec 5 Twp 33 N Range  
5 E FIRST AMERICAN TITLE ORDER NO:3244002

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.



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GRANTOR: NANCY MONK

*Nancy Monk*

NANCY MONK

GRANTOR: MICHAEL W. MAHAFFEY

*Michael W. Mahaffey*

MICHAEL W. MAHAFFEY

GRANTOR:

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BORROWER: NANCY A. MONK

*Nancy Monk*  
NANCY A. MONK

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LENDER: KeyBank National Association



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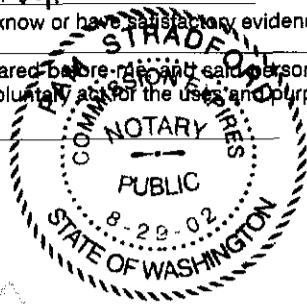
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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/8/02



Paul Stradford  
Notary Public (Print Name)

Notary  
Title

My appointment expires: 8/29/02

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public (Print Name) \_\_\_\_\_

Title \_\_\_\_\_

My appointment expires: \_\_\_\_\_

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public (Print Name) \_\_\_\_\_

Title \_\_\_\_\_

My appointment expires: \_\_\_\_\_

(Seal or Stamp)

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public (Print Name) \_\_\_\_\_

Title \_\_\_\_\_

My appointment expires: \_\_\_\_\_

(Seal or Stamp)

ACAPS # 020841511520C; ALS # 473101374127