



200212090105  
Skagit County Auditor  
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When Recorded Return to:  
KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715  
(360) 755-9045

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

GRANTOR(S): STEPHEN MEISSNER HUSBAND  
HTTA STEPHEN J. MEISSNER JR  
LEAH M. MEISSNER WIFE

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

TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION  
431 E PARKCENTER BLVD BOISE, ID 83706

ABBREVIATED LEGAL DESCRIPTION:  
LOT 6, 'FIDALGO ORCHARD', VOL 9 OF PLATS, PG 90.

(Additional legal description on page 2.)  
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 4158-000-006-0006  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200111260092

BORROWER	
STEPHEN MEISSNER LEAH M. MEISSNER	
ADDRESS	
1105 JAMESON ST SEDRO WOOLLEY, WA 98284	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 29th day of November 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 November 15, 2001, 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 eighty five thousand and 00/100 Dollars (\$ 85,000.00), 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 November 26, 2001 in Book \_\_\_\_\_ at Page \_\_\_\_\_ 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 eighty five thousand and 00/100 dollars (\$85,000.00) is hereby increased to one hundred twenty one thousand and 00/100 dollars (\$121,000.00), an increase of thirty six thousand and 00/100 dollars (\$36,000.00).

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:

LOT 6, 'FIDALGO ORCHARD', AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 90, REOCRDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBRV. LEGAL LOT 6, 'FIDALGO ORCHARD', VOL 9 OF PLATS, PG 90. FIRST AMERICAN TITLE ORDER NO:3849474

**SCHEDULE B**



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Skagit County Auditor

*[Handwritten signature]*

BORROWER: STEPHEN MEISSNER

*Stephen Meissner*  
STEPHEN MEISSNER

BORROWER: LEAH M. MEISSNER

*Leah M Meissner*  
LEAH M. MEISSNER

BORROWER:

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BORROWER:

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BORROWER:

\_\_\_\_\_

LENDER:

KeyBank National Association

UNOFFICIAL DOCUMENT



GRANTOR: STEPHEN MEISSNER

*Stephen Meissner*  
STEPHEN MEISSNER

GRANTOR: HTTA STEPHEN J. MEISSNER JR

*Stephen J Meissner Jr*  
HTTA STEPHEN J. MEISSNER JR

GRANTOR: LEAH M. MEISSNER

*Leah M Meissner*  
LEAH M. MEISSNER

GRANTOR:

GRANTOR:

GRANTOR:

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GRANTOR:

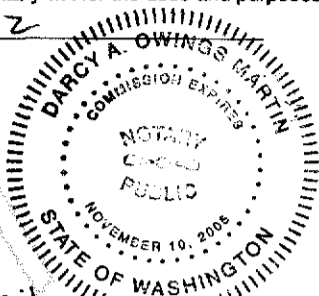


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Skagit County Auditor

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Stephen Meissner HTTA Stephen Meissner Jr  
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: 11-29-02

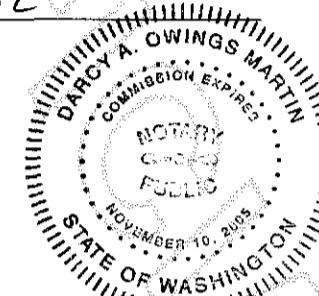


Darcy A. Owings Martin  
Notary Public (Print Name) Darcy A. Owings Martin  
Title Notary  
My appointment expires: 11-10-05

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Leah A. Meissner  
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: 11-29-02



Darcy A. Owings Martin  
Notary Public (Print Name) Darcy A. Owings Martin  
Title Notary  
My appointment expires: 11-10-05

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 \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

(Seal or Stamp)

\_\_\_\_\_  
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 \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

(Seal or Stamp)

\_\_\_\_\_  
Notary Public (Print Name)  
\_\_\_\_\_  
Title  
My appointment expires: \_\_\_\_\_



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ACAPS # 023221555590C; ALS # 473101572398