

RETURN ADDRESS:
Whidbey Island Bank
P.O. Box 1589
Oak Harbor, WA 98277



200212200182
Skagit County Auditor

12/20/2002 Page 1 of 3 4:00PM

ISLAND TITLE CO.

ACCOMMODATION RECORDING

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): C22440

Additional on page ____

Grantor(s):

1. BYRNE, SEAN P
2. BYRNE, THERESA E

Grantee(s)

1. Whidbey Island Bank

Legal Description: LT 1, BLK 9, RIVERSIDE ADD TO THE TOWN OF ;MOUNT WERNON on page 2

Assessor's Tax Parcel ID#: 3755-009-001-0001

THIS MODIFICATION OF DEED OF TRUST dated December 6, 2002, is made and executed between SEAN P BYRNE and THERESA E BYRNE, HUSBAND AND WIFE ("Grantor") and Whidbey Island Bank, Burlington Office, 1800 S. Burlington Ave., P.O. Box 302, Burlington, WA 98233 ("Lender").

MODIFICATION OF DEED OF TRUST

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 12, 2002 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

NOVEMBER 12, 2002 RECORDED IN SKAGIT COUNTY UNDER AUDITOR'S FILING NUMBER 2002111300163.
REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SKAGIT County, State of Washington:

LOT 1, BLOCK 9, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.
The Real Property or its address is commonly known as 1008 S 2ND ST, MOUNT VERNON, WA 98273. The Real Property tax identification number is 3755-009-001-0001

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

ADDITIONAL VERBAGE TO ADD STRAIGHT LINE OF CREDIT TO DEED OF TRUST.

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.
STRAIGHT LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, I am not entitled to further loan advances.
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 6, 2002.

GRANTOR:

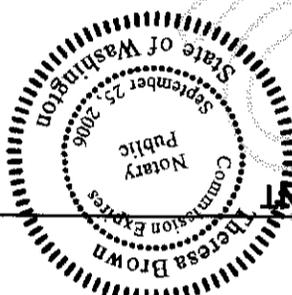
X
SEAN P. BYRNE, Individually
X
THERESA E. BYRNE, Individually

LENDER:

X
Authorized Officer
X
[Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

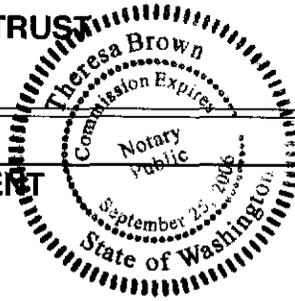


On this day before me, the undersigned Notary Public, personally appeared SEAN P. BYRNE and THERESA E. BYRNE, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they 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 _____ day of _____, 2002.
By _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____



MODIFICATION OF DEED OF TRUST
(Continued)



LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 12th day of December, 2002, before me, the undersigned Notary Public, personally appeared Tom Hurd and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice Pres., 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 Theresa Brown
Notary Public in and for the State of WA

Residing at Mt Vernon
My commission expires 9/23/06

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity



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