

This instrument prepared by and after recording return to:

VALERIE CURTIS
U.S. BANK N.A.
COLLATERAL DEPARTMENT
P. O. BOX 5308
PORTLAND, OR 97228-5308
4048285007



200301170059
Skagit County Auditor

1/17/2003 Page 1 of 5 10:22AM



AMENDMENT TO WASHINGTON DEED OF TRUST

Grantor(s): DONALD R. HOSKINS and CYNTHIA M. HOSKINS

Grantees: U.S. BANK N.A., as Beneficiary
U.S. BANK TRUST COMPANY, N.A., as Trustee

Legal Description: PTN LTS 3-8, INC., BLK 5 "TOWN OF LACONNER" Additional below

Assessor's Tax Parcel or Account Number: 4123-019-008-0006

Reference Number of documents assigned or released: 9706100029

This Amendment to Deed of Trust, (the "Amendment"), is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Grantor") and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a deed of trust (the "Deed of Trust"), dated MAY 21, 1997. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

B. The Deed of Trust was recorded in the office of the County Auditor for JEFFERSON Skagit County, Washington, on JUNE 10, 1997, as Reference No. 9706100029

C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. **Change in Note/Secured Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 05/21/97 in the initial principal amount(s) of \$432,090.00 " is hereby amended and replaced with the phrase "note(s) or amended note(s) dated 01/02/03 in the initial principal amount(s) of \$355,407.41 " . Hereafter the Deed of Trust

shall secure the payment of any amounts advanced from time to time by the Beneficiary to Grantor under the Note, as defined in this Amendment (or previously advanced under the original note), or any of the other Loan Documents.

2. **Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust as of JANUARY 2, 2003

(Individual Grantor)

Donald R. Hoskins

Printed Name DONALD R. HOSKINS

(Individual Grantor)

Cynthia M. Hoskins

Printed Name CYNTHIA M. HOSKINS

N/A

Grantor Name (Organization)

a _____

By _____

Name and Title

N/A

By _____

Name and Title

N/A

[BENEFICIARY SIGNATURE ON NEXT PAGE]



200301170059
Skagit County Auditor

U.S. BANK N.A.
Beneficiary (Bank)
By: _____
Name and Title: VALERIE CURTIS
OFFICER

GRANTOR NOTARIZATION

(Acknowledgment in Individual Capacity)

STATE OF Washington }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that DONALD R. HOSKINS and CYNTHIA M. HOSKINS
[Name(s) of Person(s)]

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

Dated: 1-9-03

(Seal or Stamp)

Printed Name: Valerie A. Curtis
Title: officer
My appointment expires: 9-9-04

(Acknowledgment in Representative Capacity)

STATE OF _____ }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that N/A
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____
(Type of authority, e.g., officer, trustee, etc)


of _____
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
Dated: _____

(Seal or Stamp)

Printed Name: _____
Title: _____
My appointment expires: _____

[BENEFICIARY NOTARIZATION (


200301170059
Skagit County Auditor
1/17/2003 Page 3 of 3 5 10:22AM

BENEFICIARY NOTARIZATION

STATE OF Washington }
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that VALERIE CURTIS
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the OFFICER

(Type of authority, e.g., officer, trustee, etc)

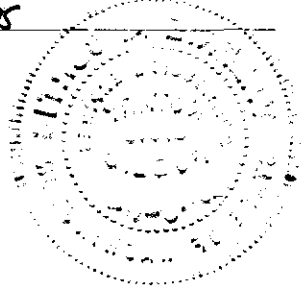
of U.S. BANK N.A.
(Name of party on behalf of whom instrument was executed)

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

Dated: 1-9-03

(Seal or Stamp)

Robert E. Finkbohner
Printed Name: Robert E. Finkbohner
Title: VICE PRESIDENT
My appointment expires: 4-29-2005



200301170059
Skagit County Auditor

1/17/2003 Page 4 of 5 10:22AM

EXHIBIT A TO AMENDMENT TO DEED OF TRUST

4048285007

(Legal Description)

Grantor: DONALD R. HOSKINS and CYNTHIA M. HOSKINS

Trustee: U.S. BANK TRUST COMPANY, N.A.

Beneficiary: U.S. BANK N.A.

Legal Description of Land:

PROPERTY ADDRESS IS: 713 FIRST STREET, LA CONNER, WA 98257 MORE FULLY DESCRIBED AS: LOT 6 AND A PORTION OF LOTS 3,4,5,7 AND 8, BLOCK "S", "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK "S" (CORNER OF COMMERCIAL AND FIRST STREETS IN THE TOWN OF LACONNER); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK "S", 86 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK "S", 125 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK "S" TO THE WESTERLY LINE OF SAID BLOCK "S"; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING,

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK "S"; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK "S", 76 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK "S", 25 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK "S" TO THE WESTERLY LINE OF SAID BLOCK "S"; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR EXISTING STAIRWAY LOCATED ON A THREE FOOT STRIP AND AN ADDITIONAL TWO FOOT STRIP TO MAINTAIN, REPAIR AND REPLACE THE SAME IN EASTERLY 54 FEET OF LOT 7 AND 8.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



200301170059

Skagit County Auditor

1/17/2003 Page 5 of 5 10:22AM