

**RETURN ADDRESS:**  
FOUNDATION BANK  
1110 112th Avenue NE,  
Suite 100  
Bellevue, WA 98004



200302040106  
Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

m13615

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200203050134

Additional on page \_\_\_\_

Grantor(s):

1. BENHAM PROPERTY LLC
2. Nelson, Barbara A.

Grantee(s)

1. FOUNDATION BANK

Legal Description: SW1/4 of NW1/4, 20-34-5 E W.M. a ptn of  
SE1/4 of NE1/4, 19-34-5 E W.M.

Additional on page Exhibit A

Assessor's Tax Parcel ID#: 340519-1-008-0103 & 340520-2-003-0004

THIS MODIFICATION OF DEED OF TRUST dated January 29, 2003, is made and executed between Barbara A. Nelson, a married woman, as her sole and separate estate, whose address is 300 Lakeside Ave. S., #201, Seattle, WA 98144 and BENHAM PROPERTY LLC, a Washington Limited Liability Company, whose address is c/o Acura of Bellevue, 13424 NE 20th Street, Bellevue, WA 98005 ("Grantor") and FOUNDATION BANK, 1110 112th Avenue NE, Suite 100, Bellevue, WA 98004 ("Lender").

MODIFICATION OF DEED OF TRUST  
(Continued)

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 25, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

March 5, 2002 under Skagit County Auditor recording number 200203050134.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 24944 Benham Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340519-1-008-0103 & 340520-2-003-0004

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

**TO ADD BENHAM PROPERTY LLC, A WASHINGTON LIMITED LIABILITY COMPANY AS ADDITIONAL GRANTOR.**

**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.

**NOTICE OF FINAL AGREEMENT.** 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.

**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 JANUARY 29, 2003.**

**GRANTOR:**

**BENHAM PROPERTY LLC**

By:

Barbara A. Nelson, Manager of BENHAM PROPERTY LLC

x

Barbara A. Nelson, Individually

**LENDER:**

x

Jeri L. Tolsted, A.V.P.  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Washington

)

) SS

COUNTY OF King

)

On this 29<sup>th</sup> day of January, 20 03, before me, the undersigned Notary Public, personally appeared Barbara A. Nelson, Manager of BENHAM PROPERTY LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be a of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By

Jeri L. Tolsted  
Notary Public in and for the State of Washington

Residing at

Issaquah

My commission expires

5/29/05



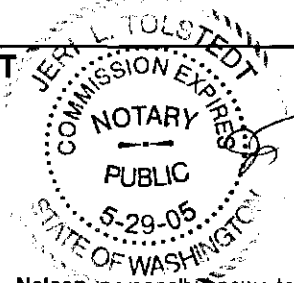
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MODIFICATION OF DEED OF TRUST  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF King )



On this day before me, the undersigned Notary Public, personally appeared **Barbara A. Nelson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29<sup>th</sup> day of January, 2003

By Jerry L. Tolsted  
Notary Public in and for the State of Washington

Residing at Issaquah  
My commission expires 5/29/05

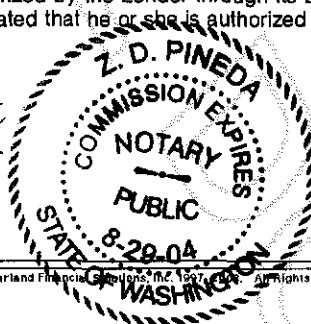
LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF King )

On this 29<sup>th</sup> day of January, 2003, before me, the undersigned Notary Public, personally appeared Jerry L. Tolsted, and personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President, 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 SLOAN  
Notary Public in and for the State of WA

Residing at Redmond  
My commission expires 8-29-04



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**EXHIBIT A**  
**LEGAL DESCRIPTION:**

Parcel "A":

The Southwest quarter of the Northwest quarter of Section 20, Township 34 North, Range 5 East, W.M.,

TOGETHER WITH a 20-foot roadway easement over and across the Southeast quarter of the Northeast quarter of Section 19, Township 34 North, Range 5 East, W.M., as more particularly described in document recorded under Skagit County Auditor's File No. 736353.

Situate in the County of Skagit, State of Washington.

Parcel "B":

A tract situated in Section 19, Township 34 North, Range 5 East, W.M., described as follows:

Beginning at the 1/16 corner on the North-South Section line between Sections 19 and 20, Township 34 North, Range 5 East, W.M., (1/4 mile South of the Section corner);

Thence South 0°0' West along said North-South Section line a distance of 550 feet to a point at the toe of fill on the B. A. Van De Grift access road;

Thence along the toe of the fill of said road (North 39°00' West, 210 feet; North 23°00' West, 130 feet; North 32°00' West, 120 feet; North 54°00' West, 300 feet) to a point on the Benham Road which is on the East-West line between the Northeast quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 19, Township 34 North, Range 5 East, W.M.;

Thence due East along said line 500 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

