



200306200031

Skagit County Auditor

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9200094

13116033

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 199805120062

Additional on page \_\_\_\_\_

Grantor(s):

- 1. Roozen, John F
- 2. General Partner, John F Roozen

Grantee(s)

- 1. U.S. BANK NATIONAL ASSOCIATION

Legal Description: PTN. S/2, SEC. 27, T34N, R3E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 340327-4-002-0006 & 340327-4-006-0002

THIS MODIFICATION OF DEED OF TRUST dated June 18, 2002, is made and executed between John F Roozen, General Partner and John F Roozen, who acquired title as John F. Roozen and Alexis J Roozen Family Partnership, of which John F Roozen is managing partner, as to parcel A; and John F Roozen, as his separate estate, as to parcel B., whose address is 12362 Avon-Allen Road, Burlington, WA 98233. ("Grantor") and U.S. BANK NATIONAL ASSOCIATION, Bellingham, 121 W Holly Street, Bellingham, WA 98225 ("Lender").

UNRECORDED DOCUMENT

**MODIFICATION OF DEED OF TRUST  
(Continued)**

Loan No: 9200094

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 7, 1998 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

This document amends and restates the following described Mortgage or Deed of Trust in favor of Lender, as amended, supplemented and otherwise modified to date (the "Existing Security Document"):

Date of Mortgage/Deed of Trust: May 7, 1998

Recorded in the Office of the Skagit County Auditor  
County of Recording: Skagit County, Washington  
Date of Recording: May 12, 1998  
Document No. 9805120062.

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

PARCEL A:

THE EAST 1/3 OF THE FOLLOWING DESCRIBED TRACT.  
THE EAST 20 RODS OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;  
EXCEPT DITCH RIGHT-OF-WAYS, IF ANY;  
ALSO EXCEPT THE RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS THE CALHOUN ROAD.

PARCEL B:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;  
EXCEPT COUNTY ROAD RIGHTS-OF-WAY ALONG THE SOUTH AND EAST SIDES THEREOF.  
SITUATED IN SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 1393 Beaver Marsh Road, Mount Vernon, WA 98273. The Real Property tax identification number is 340327-4-002-0006 & 340327-4-006-0002

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

**Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Deed of Trust:**

Change in the interest rate on the Indebtedness evidenced by the Note.

To evidence the modification(s) described above, the following references in the Deed of Trust definition of "Note" are amended to read as follows:

Date of Note: June 18, 2002  
Principal Amount of Note: \$ 37,586.14

The Note described above has been issued in substitution for, and not in repayment of, the Note as originally described in the 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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**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 JUNE 18, 2002.**

GRANTOR:

*[Signature]*  
LENDER

*[Signature]*  
Authorized Officer



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Skagit County Auditor

Loan No: 9200094

State of Washington

County of Skagit

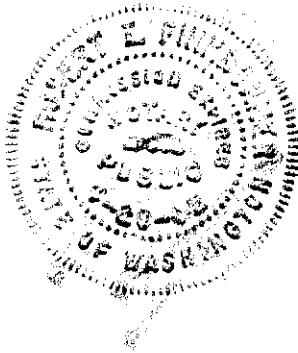
On this day before me, the undersigned Notary Public, personally appeared John F. Roozen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who signed the Modification of Deed of Trust and acknowledged that he signed as his free and voluntary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

Given under my hand and official seal this 19th day of August, 2002.

By Robert E. Fuller

Residing at Whatcom County

Notary Public in and for the State of Washington My Commission expires 4-29-2005



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Skagit County Auditor

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

ACCOUNT # 9200094

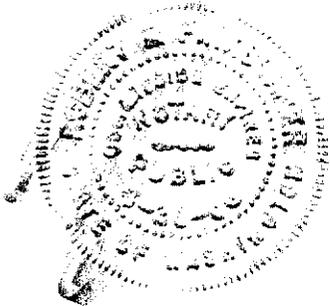
COUNTY OF Skagit

On August 19, 2002 before me, Robert E Finkbohner, a Notary Public,  
(DATE)

personally appeared, John F. Roozen, General Partner,  
(SIGNERS)

personally known to me OR  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Robert E. Finkbohner*  
NOTARY SIGNATURE

My Commission Expires: 4-29-2005



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Skagit County Auditor

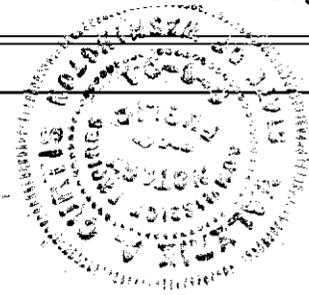
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9200094

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LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 20th day of August, 20 02, before me, the undersigned Notary Public, personally appeared Robert Finkbonner and personally known to me or proved to me on the basis of satisfactory evidence to be the 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 Valma A. Carter Residing at Mt Vernon  
Notary Public in and for the State of WA My commission expires 9-9-04

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