

RETURN ADDRESS:

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



200308010163

Skagit County Auditor

8/1/2003 Page

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CHICAGO TITLE CO.

C25737

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): C25737-SM

Additional on page ____

Grantor(s):

1. HART, ATKERSON

Grantee(s)

1. Whidbey Island Bank

Legal Description: LTS 36 & 35, SKYLINE NO. 9

Additional on page 2

Assessor's Tax Parcel ID#: 3825-000-036-0013

THIS MODIFICATION OF DEED OF TRUST dated July 30, 2003, is made and executed between ATKERSON HART, AS HIS SEPARATE ESTATE ("Grantor") and Whidbey Island Bank, Anacortes Office, 2202 Commercial Ave., P.O. Box 320, Anacortes, WA 98221 ("Lender").

MODIFICATION OF DEED OF TRUST

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 20, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

RECORDED FEBRUARY 20, 2003 UNDER RECORDING NUMBER 200302240407 IN SKAGIT COUNTY, WASHINGTON.

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

PARCEL A; TRACT 36, SKYLINE NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 75, RECORDS OF SKAGIT COUNTY, WASHINGTON; THAT PORTION OF TRACT 35, SKYLINE NO. 9, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 75, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 36 OF SAID PLAT; THENCE SOUTH 1 DEGREES 31' 44" WEST ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 7 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE MOST NORTHERLY CORNER OF SAID TRACT 35; THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT 35, SOUTH 35 DEGREES 46' 13" EAST 127.66 FEET TO THE POINT OF BEGINNING; SITUATED IN SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 1819 FIFE PLACE, ANACORTES, WA 98221. The Real Property tax identification number is 3825-000-036-0013

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

INCREASE PRINCIPAL BALANCE FROM \$50,000.00 (WHICH CURRENTLY HAS AN UNPAID PRINCIPAL BALANCE OF \$49993.89) TO \$72652.55 FOR A TOTAL ADDITIONAL ADVANCE OF \$22658.66.

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 endorses 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 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 JULY 30, 2003.

GRANTOR:

ATKERSON HART, Individually

LENDER:

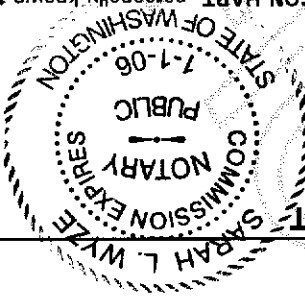
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

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) SS
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On this day before me, the undersigned Notary Public, personally appeared ATKERSON HART, 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

31st

day of

July

2003

Residing at

Burlington

My commission expires

1-1-06

Notary Public in and for the State of WA

By *[Signature]*

Skagit County Auditor

200308010163



MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned Notary Public, personally appeared _____ and personally known to me or proved to me on the basis of satisfactory evidence to be the _____, 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LASER PRO Lending, Ver. 5.21 00/003 Copr. Harland Financial Solutions, Inc. 1997, 2003. All Rights Reserved. - WA M:\CFI\PL\G203.FC TR-15696 PR-COMMLRE



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Skagit County Auditor

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