

9/15/2003 Page

1 of

5 10:28AM

When Recorded Return to:
KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(360) 336-3161

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): COLIN M. SANDS ALISA THOMPSON HUSBAND WIFE

GRANTEE ("Lender"): KeyBank National Association P.O. Box 16430 Boise, ID 83715

TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION 431 E PARKCENTER BLVD BOISE, ID 83706

ABBREVIATED LEGAL DESCRIPTION: LOT 64, PARTINGTON PLACE, V14/P186-190

LOT 64, PARTINGION PHACE, VI4/F186-190

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 456000000640003
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200302190068

| BOI                                   | IROWER                |
|---------------------------------------|-----------------------|
| COLIN M. SANDS<br>ALISA THOMPSON      |                       |
| Ş                                     |                       |
| 102 S 27TH ST                         | DRESS                 |
| MOUNT VERNON, WA 982<br>TELEPHONE NO. | 74 IDENTIFICATION NO. |

| THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DE                       | ED OF TRUST, dated the 5th day of  |
|---|--|
| September 2003 , is executed by and between the parties ide                 | ntified above and  |
| KevBank National Association  |  |
| 4910 Tiedeman Road, Suite B, Brooklyn, Ohio                                 | 44144  |
|   | ("Lender").  |
| A.On February 19, 2003  |  |
| Borrower's promissory note or agreement ("Note") payable to Lender in the o |  |
| twelve thousand and 00/100  | Dollars  |
| (\$ 12,000.00 ), which Note is  |  |
| by Grantor for the benefit of Lender and encumbering the real property de   |  |
| on February 19, 2003 in Book NA at Page NA                                  | W W W W W W  |
| SKAGIT County, Washington. The Note and Deed                                | NA A AND AND A AND AND AND AND AND AND A   |
| cumulatively referred to as the "Loan Documents".                           | The man and the state of the st |
| B. The Note and Deed of Trust are hereby modified as follows:               | provide and the second  |
| 1. TERMS OF REPAYMENT.  |  |
| The maturity date of the Note is extended to                                | at which time all  |
| outstanding sums due to Lender under the Note shall be paid in full, and    |  |
| acknowledge and agree that, as of   |  |
| was \$  |  |
| \$ The new repayment terms are as follow                                    | A  |

## 2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of twelve thousand and 00/100 dollars (\$12,000.00) is hereby increased to twenty one thousand and 00/100 dollars (\$21,000.00), an increase of nine thousand and 00/100 dollars (\$9,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

## SCHEDULE A

The following described real property located in the County of SKAGIT of Washington

, State

ALL THAT PARCEL OF LAND IN CITY OF MOUNT VERNON, SKAGIT COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC # 200201040095, ID# 45600000640003, BEING KNOWN AND DESIGNATED AS LOT 64, PARTINGTON PLACE DIVISION 1, FILED IN PLAT BOOK 14, PAGE 186-190 . ABBRV. LOT 64, PARTINGTON PLACE, V14/P186-190

## SCHEDULE 8

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

| PORROWER GOT  |                   | ) |
|---------------|-------------------|---|
| BORROWER: COI | IN M. SANDS       |   |
| COLIN M. S    | ANDS C            | - |
| BORROWER: ALI | sa thempson       |   |
|               | In Shomm          |   |
| ALISA THOM    | PSON              |   |
| BORROWER:     |                   |   |
|               |                   |   |
|               |                   |   |
| BORROWER:     |                   |   |
|               |                   |   |
|               |                   |   |
| BORROWER:     |                   |   |
|               | ***               |   |
|               |                   |   |
| BORROWER:     |                   |   |
|               |                   |   |
|               |                   |   |
| BORROWER:     |                   |   |
|               |                   |   |
| BORROWER:     |                   |   |
| SOM ONE .     |                   |   |
| <u></u>       |                   |   |
|               |                   |   |
| LENDER:       |                   |   |
|               | . [(/ ./)         |   |
| KeyBank Nat   | ional Association |   |

| COZIN M. SANDS          |          |  |
|-------------------------|----------|--|
| GRANTOR ALISA THOMPSON  |          |  |
| ALISA THOMPSON GRANTOR: | *        |  |
|                         |          |  |
| GRANTOR:                |          |  |
| GRANTOR:                |          |  |
|                         |          |  |
| GRANTOR:                |          |  |
| GRANTOR:                |          |  |
|                         | <u> </u> |  |

| State of Washington  |  |
|--|--|
| State of Washington Skag/t   | 0 1 20 - 1   |
| I certify that I know or have satisfactory evidence  | ce that Colin MI Sands   |
| is the person who appeared before me and did person  | 2 n acknowledged that he/she signed this instrument and acknowledged it  |
| to be his/her free and voluntary act for the uses and purpo  | ses mentioned in the instrument.   |
| Dated: 9/5/2003  | Cynthia L. Tyler Notary  |
| Dallous The Million of the Control o | Notant Jubic (Print Name) Sylv   |
| The state of the s | Civitina & Isla  |
| STATE OF THE PARTY | o llil and   |
| A VIENTON TO SEE   | My appointment expires: 8/94/2009  |
|  |  |
|  |  |
| 0000, 1000   |  |
| State of Washington  |  |
| County of  |  |
|  | ce that  |
| is the person who appeared before the and said person  | n acknowledged that he/she signed this instrument and acknowledged it  |
| to be his/her free and voluntary act for the uses and purpo  | ses mentioned in the instrument.   |
| Dated:   |  |
| Datiou.  | Notary Public (Print Name)   |
| and the second s |  |
|  | Title  |
|  | My appointment expires:  |
|  |  |
|  |  |
|  |  |
| The state of the s |  |
| State of Washington  |  |
| County of I certify that I know or have satisfactory evidence  | y<br>neithat   |
| Tourity that throw of flave Satisfactory Cyricolit   | 3  |
| is that person who appeared before me, and said person   | n acknowledged that he/she signed this instrument, on oath stated that   |
| he/she was authorized to execute this instrument and ac  | knowledged it as the to be the free and voluntary  |
| act of such party for the uses and purposes mentioned in t   | he instrument.   |
| Dated:   | £  |
|  | Notary Public (Print Name)   |
| (Soal or Stamp)  | THA.   |
| (Seal or Stamp)  | Title Must applicate avairage  |
|  | My appointment expires:  |
|  |  |
|  |  |
|  |  |
| State of Washington  | The second of th |
| County of  |  |
| I certify that I know or have satisfactory evidence  | ce that  |
|  | on acknowledged that he/she signed this instrument, on oath stated that  |
| he/she was authorized to execute this instrument and ac  | knowledged it as the to be the free and voluntary  |
| act of such party for the uses and purposes mentioned in t   | the instrument.  |
| Dated:   |  |
| P 10 20 41   | Notary Public (Print Name)   |
| (Cool on Stores)   |  |
| (Seal or Stamp)  | Title  |
|  | My appointment expires:  |