

**RETURN ADDRESS:**

Horizon Bank  
Commercial Banking  
Center  
2211 Rimland Drive, Suite  
230  
Bellingham, WA 98226



200310060304  
Skagit County Auditor

10/6/2003 Page 1 of 5 3:00PM

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**MODIFICATION OF MORTGAGE**

Reference # (if applicable): 200002240088

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

Grantor(s):

1. Wechsler, Roger P.

Grantee(s)

1. Horizon Bank

Legal Description: A PTN OF GOV. LOTS 1, 2 & 3, 21-36-3 E W.M. NE 1/4 OF NW 1/4,  
34-36-3 E W.M.

Additional on page 4

Assessor's Tax Parcel ID#: 360321-0-002-0008 (P47939); 360321-0-012-0006 (P47949);  
360321-0-029-0007 (P47969); 360321-0-029-0100 (P114240); 360321-0-030-0004 (P47970);  
360334-2-001-0018 (P48641)

**THIS MODIFICATION OF MORTGAGE dated October 1, 2003, is made and executed between Roger P. Wechsler; an unmarried individual (referred to below as "Grantor") and Horizon Bank, whose mailing address is PO Box 642 / 1020 South Burlington Blvd, Burlington, WA 98233 (referred to below as "Lender").**

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1067000022

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**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 23, 2000 (the "Mortgage") which has been recorded in Skagit County, State of Washington, as follows:

Recorded February 24, 2000, under Skagit County Auditor's File No. 200002240088.

**REAL PROPERTY DESCRIPTION.** The Mortgage 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 3562 Chuckanut Drive & 15269 Estes Road, Bow, WA 98232. The Real Property tax identification number is 360321-0-002-0008 (P47939); 360321-0-012-0006 (P47949); 360321-0-029-0007 (P47969); 360321-0-029-0100 (P114240); 360321-0-030-0004 (P47970); 360334-2-001-0018 (P48641)

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The maturity date of March 1, 2001 referenced in above described Mortgage is hereby deleted in its entirety without substitution. The period of this Mortgage shall continue uninterrupted until re-conveyed by Lender to Grantor.

The maximum obligation limit of \$260,000.00 referenced in above described Mortgage is hereby deleted in its entirety without substitution.

Obligations defined in paragraph 3a in above described Mortgage are further defined to reflect chain of indebtedness through Promissory Note for a revolving line of credit dated February 28, 2001 in the original amount of \$1,500,000.00. A Change in Terms dated July 1, 2002 increased this line of credit from \$1,500,000.00 to \$2,000,000.00, and a change in terms dated September 22, 2003 reduced this line of credit from \$2,000,000.00 to \$500,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage 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 Mortgage 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 MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 1, 2003.**

GRANTOR:

X [Signature]  
Roger P. Wechsler, Individually

LENDER:

X [Signature]  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared Roger P. Wechsler, an unmarried individual, 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 Mortgage, 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 10th day of October, 20 03

By [Signature]  
Notary Public in and for the State of WA

Residing at Mt. Vernon  
My commission expires 12/15/03



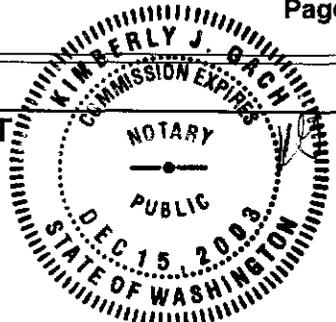
MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1067000022

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LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 14th day of October, 20 03, before me, the undersigned Notary Public, personally appeared John Stewart and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior 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 Kimberly Bach  
Notary Public in and for the State of WA

Residing at Alt Vernon  
My commission expires 12/15/03

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EXHIBIT A

PARCEL "A":

That portion of Government Lot 1, Section 21, Township 36 North, Range 3 East, W.M., lying West of the West line of the Pacific Northwest Traction Company's right of way and Southerly of the most Southerly meander line of said Government Lot 1.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Government Lot 2, Section 21, Township 36 North, Range 3 East, W.M., EXCEPT that portion conveyed to the Seattle and Montana Railway Company by instrument recorded September 16, 1901 in Volume 43 of Deeds, page 194, EXCEPT that portion conveyed to the Bellingham and Skagit Railway Company by instrument recorded February 29, 1911, in Volume 87 of Deeds, page 235, EXCEPT those portions conveyed to the State of Washington by instruments recorded June 5, 1918, January 6, 1931 and January 14, 1931 in Volume 110, page 405, Volume 156, page 370 and Volume 156, page 440, respectively, EXCEPT that portion conveyed to Drainage District No. 18 by Deed recorded April 17, 1946, under Auditor's File No. 390769, EXCEPT that portion described as follows:

Beginning at a point which is 531.5 feet West of the quarter section corner on the East line of Section 21, Township 36 North, Range 3 East, W.M.;

thence West 165.0 feet;

thence North 36°58' East 67.3 feet;

thence North 50°13' West 668.9 feet;

thence South 89°34' East 215.5 feet;

thence South 72°10' East 368.2 feet;

thence South 22°39' East 318.0 feet;

thence South 34°00' West 86.4 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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PARCEL "C":

Government Lot 3, Section 21, Township 36 North, Range 3 East, W.M.,

EXCEPT those portions conveyed to the Bellingham and Skagit Railway Company by Deeds recorded September 9, 1911 and September 27, 1911 in Volume 87 of Deeds, pages 167 and 230, respectively,

EXCEPT that portion conveyed to Drainage District No. 18 by Deed recorded April 17, 1946, under Auditor's File No. 390772.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

TOGETHER WITH a non-exclusive easement for ingress and egress over and across a 20 foot strip, the centerline of which lies 10 feet North of and parallel to the easement granted to Puget Sound Power & Light Company in document recorded October 6, 1986, under Auditor's File No. 8610060045, lying Westerly of Highway known as Chuckanut Drive as said easement affects the following described property:

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 22, Township 36 North, Range 3 East, W.M., lying West of the right of way line of the Great Northern Railway,

EXCEPT road and highway right of way.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 34, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion conveyed for right of way by deed recorded on September 23, 1896, under Auditor's File No. 25114, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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