



200310240069

Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name First American Title of Skagit County  
Address 1301-B Riverside Drive, ESCROW DEPARTMENT  
City, State, Zip Mount Vernon, WA 98273  
00176159

ACCOMMODATION RECORDING ONLY  
FIRST AMERICAN TITLE CO.

Filed for Record at Request of First American Title of Skagit County

00176159E-2

MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of October, 2003, between SANFORD STUBER, as his separate estate, as First Party, and DONALD R. KRUSE, a single man, as Second Party.

WITNESSETH THAT:

WHEREAS, First Party is the Seller and Second Party is the Purchaser under that certain Real Estate Contract recorded March 22, 1996, under Auditor's File No. 9603220086 of Official Records of Skagit County, Washington; AND

WHEREAS, the parties hereto desire to change and modify the terms of said Real Estate Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. That the unpaid balance of principal now due upon said Real Estate Contract is the sum of \$145,066.33 with interest thereon at the rate of 8.50% per annum, from September 1996, payable in semi-annual installments of \$8,676.06.
2. That the balance due upon said Real Estate Contract as aforesaid shall be paid in the following manner, and the terms of said Real Estate Contract shall be changed and modified as follows: The interest rate shall be 6.50% per annum from this 23rd day of October, 2003, with semi-annual installments now due of \$7,642.34, commencing March 22, 2004, and continuing semi-annually thereafter until paid in full. It being further agreed that the Second Party herein shall pay to First Party, at the signing of this Agreement, the sum of \$7.95 per day from September 22, 2003, to the date hereof.
3. That the legal description of the Real Property affected hereby shall be modified and corrected as is more particularly described on the attached Exhibit "A", which by this reference is incorporated herein as though fully set forth.
4. That in all other respects said Real Estate Contract shall remain unaffected, unchanged and unimpaired by reason of the execution of this Agreement.
5. That Second Party agrees to pay off said Real Estate Contract according to the terms thereof as herein changed and modified, and agrees to perform all of the acts to be performed by the Purchaser under the terms of said Real Estate Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement the day and year first above written.

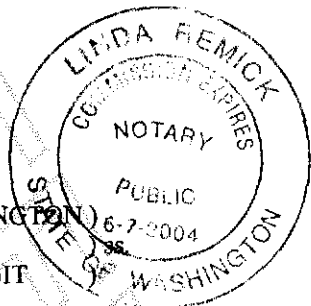
Sanford Stuber  
SANFORD STUBER, FIRST PARTY

Donald R. Kruse  
DONALD R. KRUSE, SECOND PARTY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me SANFORD STUBER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of October, 2003.



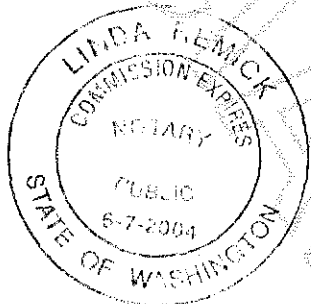
*Linda Remick*

NOTARY PUBLIC in and for the State of Washington, residing at Stanwood  
My appointment expires: 6-7-04

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me DONALD R. KRUSE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of October, 2003.



*Linda Remick*

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**EXHIBIT "A"**

The Southeast 1/4 of the Southwest 1/4, and the South 330 feet of the East 660 feet of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 33 North, Range 3 East, W.M., EXCEPT County Road along the South line thereof.

The Northeast 1/4 of the Northwest 1/4 of Section 12, Township 33 North, Range 3 East, W.M., EXCEPT the West 335.7 feet thereof, ALSO EXCEPT the North 225 feet of the East 300 feet thereof, AND ALSO EXCEPT road along the North line thereof, AND EXCEPT ditch right-of-way.



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