

This instrument prepared by and
after recording return to:

COURNEY A. CLOUATRE

U.S. BANK N.A.

COLLATERAL DEPARTMENT

P. O. BOX 5308

PORTLAND, OR 97228-5308

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200311120012
Skagit County Auditor

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AMENDMENT TO WASHINGTON DEED OF TRUST

Grantor(s): DARRIN D. HOY and BARBARA L. HOY

Grantees: U.S. BANK N.A., as Beneficiary

U.S. BANK TRUST COMPANY, N.A., as Trustee

Legal Description: LOT 3, ESTATES AT SUMMIT PARK, DIV NO. 1

(Additional below)

Assessor's Tax Parcel or Account Number: 4685-000-003-0000

Reference Number of documents assigned or released: 200211270162

This Amendment to Deed of Trust, (the "Amendment"), is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Grantor") and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Grantor (or the Grantor's predecessor in interest, if different from the undersigned Grantor) executed a deed of trust (the "Deed of Trust"), dated SEPTEMBER 27, 2002. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

LOT 3, "PLAT OF ESTATES AT SUMMIT PARK DIV. 1", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT FOR INGRESS AND DRIVEWAY PURPOSES OVER AND UPON THE WESTERLY 20 FEET OF LOT 4 OF SAID PLAT AS CONVEYED SEPTEMBER 26, 2001, UNDER AUDITOR'S FILE NO. 200109260107. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**THE REAL PROPERTY IS MORE COMMONLY KNOWN AS:
8597 SOUTHRIDGE PLACE, ANACORTES, WA 98221**

B. The Deed of Trust was recorded in the office of the County Auditor for SKAGIT County, Washington, on NOVEMBER 27, 2002, as Reference No 200211270162.

C. The Grantor has requested that the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Grantor and the Beneficiary agree as follows:

1. ☒ **Change in Note/Secured Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated 09/27/02 in the initial principal amount(s) of \$325,000.00" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated 10/28/03 in the initial principal amount(s) of \$325,000.00"

Hereafter the Deed of Trust shall secure the payment of any amounts advanced from time to time by the Beneficiary to Grantor under the Note, as defined in this Amendment (or previously advanced under the original note), or any of the other Loan Documents.

2. **Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

3. **Additional Terms.**

4. **Fees and Expenses.** The Grantor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

5. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

6. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Grantor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

7. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

8. **Authorization.** The Grantor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Grantor and have been duly authorized by all necessary organizational action.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust as of OCTOBER 28, 2003

(Individual Grantor)

Printed Name DARRIN D. HOY

(Individual Grantor)

Printed Name BARBARA L. HOY

N/A

Grantor Name (Organization)

a

By

Name and Title

N/A

By

Name and Title

N/A

[BENEFICIARY SIGNATURE ON NEXT PAGE]



U.S. BANK N.A.

Beneficiary (Bank)

By:

Name and Title: COURNEY A. CLOUTRE
OFFICER

GRANTOR NOTARIZATION

(Acknowledgment in Individual Capacity)

STATE OF Oregon }
COUNTY OF Clatsop } ss.

I certify that I know or have satisfactory evidence that DARRIN D. HOY and BARBARA L. HOY
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10/20/03

(Seal or Stamp)



Printed Name: Elese Hammerberg
Title: Notary Public
My appointment expires: August 1, 2006

(Acknowledgment in Representative Capacity)

STATE OF _____ }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that N/A
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____
(Type of authority, e.g., officer, trustee, etc)

of _____
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Printed Name: _____

Title: _____

My appointment expires _____



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[BENEFICIARY NOTARIZATION ON NEXT PAGE]

BENEFICIARY NOTARIZATION

STATE OF Oregon
COUNTY OF Multnomah ss.

I certify that I know or have satisfactory evidence that COURNEY A. CLOUATRE
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the OFFICER

(Type of authority, e.g., officer, trustee, etc)

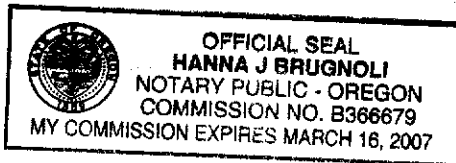
of U.S. BANK N.A.
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

Hanna Brugnoli
Printed Name: Hanna Brugnoli
Title: Personal Banker
My appointment expires: March 16, 2007



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