

RETURN ADDRESS:

Washington Mutual Bank,
FA
Commercial Loan Servicing
- Houston
P.O. Box 2485, HOU 1547
Houston, TX 77252-2485



200402200084
Skagit County Auditor

2/20/2004 Page 1 of 4 11:24AM

LAND TITLE OF SKAGIT COUNTY

#

Loan 0010188109

MODIFICATION OF DEED OF TRUST

Reference # (if applicable):

Original Auditor's Number 200108160098

Additional on page ____

Grantor(s):

1. WALKER, BRENT L.
2. WALKER, CHERIE T.

Grantee(s)

1. Washington Mutual Bank

Legal Description:

ptn BN&SF RR row in NW1/4, 5-34-4 E W.M., adj. to Lot 1, Blk 133,
1st Add. to Burlington

Additional on page ____

Assessor's Tax Parcel ID#: 340405 0 021 0200; & 340405 0 021 0300

THIS MODIFICATION OF DEED OF TRUST dated February 16, 2004, is made and executed between BRENT L. WALKER and CHERIE T. WALKER, as tenants in common, whose address is 3141 Agate Bay Lane, Bellingham, WA 98226 ("Grantor") and Washington Mutual Bank, Bellingham Commercial Banking Center, 2200 Rimland Drive, Suite 200, Bellingham, WA 98226 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 10, 2001 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

The Deed of Trust was recorded on August 16, 2001 in the Skagit County, State of Washington Clerk's Office as Document Number 200108160098, as modified from time to time.

REAL PROPERTY DESCRIPTION. The Deed of Trust 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 816 S. Spruce Street, Burlington, WA 98233. The Real Property tax identification number is 340405 0 021 0200; & 340405 0 021 0300

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

NOW, THEREFORE, in consideration of the Loan and the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree that the Deed of Trust is modified as follows:

1. In the Section entitled "DEFINITIONS":

a. the definition of "Note" is modified to read: Note. "The word 'Note' means the promissory note dated February 16, 2004 in the original principal amount of \$211,712.44 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement."

2. In the Section that reference "Assessor's Tax Parcel ID#", and "The Real Property tax identification number":

a. the "Identification Number" is modified to read: "Assessor's Tax Parcel ID# and/or The Real Property tax identification number 340405 0 021 0200; & 340405 0 021 0300".

3. Except as expressly modified by this Modification, all other terms and provisions of the Deed of Trust remain unchanged and in full force and effect.

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 endorser 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 FEBRUARY 16, 2004.

GRANTOR:

x Brent L. Walker
BRENT L. WALKER

x Cherie T. Walker
CHERIE T. WALKER

LENDER:

x Jeffrey M. [Signature] AO
Authorized Officer



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MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

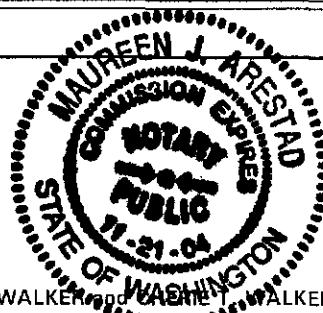
STATE OF WA

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COUNTY OF WHATCOM

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On this day before me, the undersigned Notary Public, personally appeared BRENT L. WALKER, and WASHLEY WALKER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of FEBRUARY, 20 04

By Maureen J. Arestad

Residing at FERNO DALE

Notary Public in and for the State of WA

My commission expires 11/21/04

LENDER ACKNOWLEDGMENT

STATE OF Washington

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COUNTY OF Whatcom

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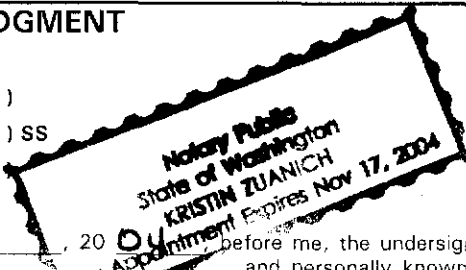
On this 18th day of February, 20 04, before me, the undersigned Notary Public, personally appeared Jennifer Cox, Account Officer, and personally known to me or proved to me on the basis of satisfactory evidence to be the Account Officer, authorized agent for the Lender that executed the within and foregoing 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 Kristin Zuanich

Residing at Bellingham

Notary Public in and for the State of WA

My commission expires 11-17-04



Schedule "A-1"

M-1094-283211
P-94812-B

DESCRIPTION:

PARCEL "A":

That portion of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 4 East, W.M., being a portion of the same property described in Right of Way Deed from George D. McLean, ie ux to the Seattle & Montana Railway Company filed for record November 1, 1892 in Volume 25 of Deeds, page 149, under Auditor's File No. 10578, described as follows, to-wit:

Beginning at the Northeast corner of Lot 1, Block 133, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington; thence along the Easterly line of said Block 133 South $06^{\circ}52'34''$ East, 204.91 feet to a chain link fence; thence along said fence and its easterly extension South $88^{\circ}30'10''$ East, 134.99 feet; thence North $6^{\circ}52'34''$ West, 224.57 feet; thence South $83^{\circ}30'10''$ West, 133.55 feet to the point of beginning.

Situate in the County of Skagit, State of Washington

PARCEL "B":

That portion of the Northwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 4 East, W.M., being a portion of the same property described in Right of Way Deed from George D. McLean, ie ux to the Seattle & Montana Railway Company filed for record November 1, 1892 in Volume 25 of Deeds, page 149, under Auditor's File No. 10578, described as follows, to-wit:

Beginning at the Southeast corner of Lot 3, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington; thence along the Easterly line of said Block 134 North $6^{\circ}52'34''$ West, 175.0 feet to the Southwesterly corner of that certain parcel of land described in deed dated March 16, 2001 from the Burlington Northern and Santa Fe Railway Company to Thomas K. Studebaker, recorded in the office of the Skagit County, Washington Auditor, March 22, 2001, as auditor's number 200103220083; thence North $83^{\circ}07'26''$ East, along the Southerly boundary of said parcel described in deed dated March 16, 2001, a distance of 133.55 feet; thence South $6^{\circ}52'34''$ East, 175.0 feet; thence South $83^{\circ}07'25''$ West, 133.55 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

BW
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