



200402230140

Skagit County Auditor

2/23/2004 Page

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4 3:29PM

**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264

CHICAGO TITLE C30031

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200201080120

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

Grantor(s):

1. Wallberg, Sandra M, Trustee of Bergquist Trust

Grantee(s)

1. PEOPLES BANK

Legal Description: PTN. TRACT A, SP#34-78 AND  
PTN. GL 3, SEC. 27, T36N, R2EWM

Additional on page 2

Assessor's Tax Parcel ID#: 360227-0-002-0219 (P47192)

THIS MODIFICATION OF DEED OF TRUST dated February 23, 2004, is made and executed between Sandra M Wallberg, with title vested as Sandra Marie Bergquist, Trustee of the Bergquist Trust, dated August 9, 1993, whose address is 9367 Marshall Rd, Bow, WA 98232 ("Grantor") and PEOPLES BANK, SEDRO WOOLLEY OFFICE, 530B CROSSROAD SQUARE, SEDRO-WOOLLEY, WA 98284 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5019977-106

(Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 7, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED JANUARY 7, 2002 AND RECORDED JANUARY 8, 2002 UNDER AUDITOR'S FILE NO. 200201080120 RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

See "Exhibit A"

The Real Property or its address is commonly known as 9367 Marshall Road, Bow, WA 98232. The Real Property tax identification number is 360227-0-002-0219 (P47192)

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED FEBRUARY 23, 2004 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OF AGREEMENT.

INCREASE PRINCIPAL AMOUNT FROM \$97,385.81 TO \$176,532.86.

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 endorses 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 23, 2004.

GRANTOR:

*Sandra M Wallberg, Trustee of Bergquist Trust*  
Sandra M Wallberg, Trustee of Bergquist Trust under the provisions of a Trust Agreement

LENDER:

X  
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF *Washington*

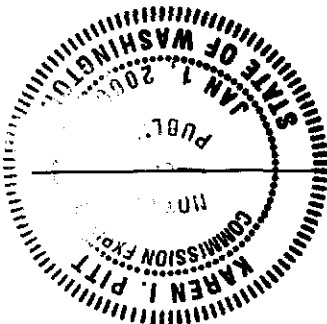
COUNTY OF *Skagit*

On this *23rd* day of *February*, 20*04*

Notary Public, personally appeared *Sandra M Wallberg, of Bergquist Trust*, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized trustee or agent of the trust, that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Sandra M Wallberg*  
Notary Public in and for the State of *Washington*

Residing at *Burlington*  
My commission expires *1-1-06*



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5019977-106

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LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

LASER PRO Lending, Ver. 5.22.10.005 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - WA P:\CFW\NICR\PL\G202.FC TR-9972 PR-11



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Skagit County Auditor

EXHIBIT "A"

PARCEL A:

That portion of the East 579 feet of that portion of Government Lot 3 in Section 27, Township 36 North, Range 2 East of the Willamette Meridian, lying between the West line of said Government Lot and the West line of the "Map of the Town of Samish in Samish Island, Whatcom County, W.T", as per plat recorded in Volume 2 of Plats, page 71, records of Skagit County, Washington, described as follows:

Beginning at the intersection of the West line of the above described tract with the meander line of Bellingham Bay;  
Thence East along the meander line of Bellingham Bay to a point that is 100 feet East of the West line;  
Thence South 200 feet;  
Thence West 100 feet to said West line;  
Thence North to the point of beginning.

Situated in Skagit County, Washington.

PARCEL B:

That portion of Tract A, SKAGIT COUNTY SHORT PLAT NO. 34-78, approved January 3, 1979, and recorded January 5, 1979, in Volume 3 of Short Plats, page 59, under Auditor's File No. 894251, records of Skagit County, Washington; being a portion of Government Lot 3 of Section 27, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot A of said Short Plat;  
Thence North 00°37'49" East (shown as North 00°05' East on said Short Plat) along the West line of said Lot, a distance of 582.79 feet to the initial point of this line description;  
Thence South 89°20'44" East parallel with the South line of said Lot, a distance of 80.00 feet;  
Thence North 23°34'55" East, a distance of 175.90 feet;  
Thence North 00°37'49" East parallel with the West line of said Lot, a distance of 114.76 feet to the North line of Government Lot 3, Section 27, Township 36 North, Range 2 East of the Willamette Meridian, and the terminal point of this line description;

TOGETHER WITH an easement for ingress, egress and utilities over, under and across the West 10 feet of the remainder of said Tract A;

ALSO TOGETHER WITH an easement for utilities over Wharf Road, as reserved in instrument recorded September 16, 1998, under Auditor's File No. 9809160104, records of Skagit County, Washington;

ALSO TOGETHER WITH an easement for ingress and egress, 10 feet in width, as described and conveyed in instrument recorded July 8, 1998, under Auditor's File No. 9807080080, records of Skagit County, Washington.

Situated in Skagit County, Washington

- END OF EXHIBIT "A" -



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Skagit County Auditor