



200403120052  
Skagit County Auditor

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When Recorded Return to:  
KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715  
(360) 336-3161

## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): GREGORY S. BROWN HUSBAND  
JULIE A. BROWN WIFE

GRANTEE ("Lender"): KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715

TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION  
431 E PARKCENTER BLVD BOISE, ID 83706

ABBREVIATED LEGAL DESCRIPTION:  
LT 16, JOHNSON AND FOLLMANS FIRST ADD, MT. VERNON, WA, VOL 7,  
PGS 87-88.  
(Additional legal description on page 2.)  
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 37340000160009  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200101120047

<b>BORROWER</b>	
GREGORY S. BROWN JULIE A. BROWN	
<b>ADDRESS</b>	
111 CLAREMONT PL MOUNT VERNON, WA 98274	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 4th day of March 2004, is executed by and between the parties identified above and KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144 ("Lender").

A. On January 09, 2001, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of sixty three thousand five hundred and 00/100 Dollars (\$ 63,500.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on January 12, 2001 in Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to \_\_\_\_\_, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of sixty three thousand five hundred and 00/100 dollars (\$63,500.00) is hereby increased to ninety five thousand and 00/100 dollars (\$95,000.00), an increase of thirty one thousand five hundred and 00/100 dollars (\$31,500.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

The following described real property located in the County of SKAGIT, State of Washington:

ALL THAT PARCEL OF LAND IN CITY OF MOUNT VERNON, SKAGIT COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC # 8912260011; ID# 37340000160009, BEING KNOWN AND DESIGNATED AS LOT 16, JOHNSON AND FOLLMANS FIRST ADDITION, MOUNT VERNON, WASHINGTON, FILED IN PLAT BOOK 7, PAGE 87-88. ABBREV: LT 16, JOHNSON AND FOLLMANS FIRST ADD, MT. VERNON, WA, VOL 7, PGS 87-88.

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.



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GRANTOR: GREGORY S. BROWN

*Greg S. Brown*

GREGORY S. BROWN

GRANTOR: JULIE A. BROWN

*Julie A. Brown*

JULIE A. BROWN

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:



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BORROWER: GREGORY S. BROWN

*Greg S. Brown*

GREGORY S. BROWN

BORROWER: JULIE A. BROWN

*Julie A. Brown*

JULIE A. BROWN

BORROWER:

BORROWER:

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BORROWER:

LENDER:

KeyBank National Association



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State of Washington  
County of SKAGIT

I certify that I know or have satisfactory evidence that GREGORY & JULIE BROWN

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

Dated: 3/4/04



ENOCH S. SEEGMILLER

Notary Public (Print Name)

NOTARY

Title

My appointment expires: AUG 7, 2007

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

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

Dated: \_\_\_\_\_

Notary Public (Print Name)

Title

My appointment expires: \_\_\_\_\_

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public (Print Name)

Title

My appointment expires: \_\_\_\_\_

(Seal or Stamp)

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public (Print Name)

Title

My appointment expires: \_\_\_\_\_

(Seal or Stamp)



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ACAPS # 040481544500C; ALS # 473101383994