

**RETURN ADDRESS:**  
PEOPLES BANK  
MOUNT VERNON OFFICE  
1801 RIVERSIDE DRIVE  
MOUNT VERNON, WA  
98273



200404050192

Skagit County Auditor

4/5/2004 Page 1 of 3 3:14PM

FIRST AMERICAN TITLE CO.

**MODIFICATION OF DEED OF TRUST**

13869

Reference # (if applicable): 200306170016

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

Grantor(s):

1. BRANDT & CROWELL, LLC

Grantee(s)

1. PEOPLES BANK

Legal Description: SECTION 27, TOWNSHIP 35, RANGE 4, PORTION SW-NE (AKA PORTION LOT 3, SHORT PLAT SW-11-80)

Additional on page 2

Assessor's Tax Parcel ID#: 350427-1-010-0307 (P37829)

THIS MODIFICATION OF DEED OF TRUST dated April 1, 2004, is made and executed between BRANDT & CROWELL, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 2131 HOSPITAL DRIVE, SEDRO WOOLLEY, WA 98284 ("Grantor") and PEOPLES BANK, MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5026002-203

(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 11, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

RECORDED JUNE 17, 2003 UNDER RECORDING NUMBER 200306170010 IN RECORDS OF SKAGIT COUNTY, WA.

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

LOT 3, SHORT PLAT NO. SW-11-80, APPROVED OCTOBER 28, 1980, RECORDED NOVEMBER 7, 1980, UNDER AUDITOR'S FILE NO. 8011070019, IN VOLUME 4 OF SHORT PLATS, PAGE 200, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT THE NORTH 100 FEET THEREOF, AS CONVEYED TO SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 304 BY DEED RECORDED JANUARY 25, 1984, UNDER AUDITOR'S FILE NO. 840125002.

TOGETHER WITH BENEFICIAL EASEMENT AGREEMENTS RECORDED UNDER AUDITOR'S FILE NOS. 8112210034, 840208003, 8402240037 AND 8405090049, AS MODIFIED BY THAT CERTAIN MODIFICATION OF EASEMENTS RECORDED UNDER AUDITOR'S FILE NO. 9504280013.

ALSO TOGETHER WITH THAT CERTAIN DEDICATION OF CROSS EASEMENTS FOR INGRESS AND EGRESS RECORDED UNDER AUDITOR'S FILE NO. 9505050052.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON

The Real Property or its address is commonly known as 2131/2151 HOSPITAL DRIVE, SEDRO WOOLLEY, WA 98284. The Real Property tax identification number is 350427-1-010-0307 (P37829)

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

THIS MODIFICATION OF DEED OF TRUST AMENDS THE DEED OF TRUST DATED JUNE 11, 2003 WITH THE FOLLOWING AMENDMENTS:

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED APRIL 1, 2004 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

THE PRINCIPAL AMOUNT IS \$773,094.00 WHICH INCLUDES A NEW ADVANCE OF \$129,999.35.

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, including accommodation makers, 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 APRIL 1, 2004.

GRANTOR:

BRANDT & CROWELL, LLC

BY: Rodney A. Brandt RODNEY A. BRANDT, D.D.S., MEMBER OF BRANDT & CROWELL, LLC

BY: Nannette E. Crowell NANNETTE E. CROWELL M.D., MEMBER OF BRANDT & CROWELL, LLC

LENDER:

X Nannette E. Crowell Authorized Officer



Skagit County Auditor

2 of

4/5/2004 Page 3 3:14PM

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5026002-203

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

On this 2 day of April, 20 04, before me, the undersigned Notary Public, personally appeared RODNEY A. BRANDT, D.D.S., MEMBER and NANNETTE CROWELL M.D., MEMBER of BRANDT & CROWELL, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sara L. Robinson

Notary Public in and for the State of WA

Residing at Sedro Woolley WA

My commission expires March 16, 2006

LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

On this 2 day of April, 20 04, before me, the undersigned Notary Public, personally appeared Danette L. Mullen and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, 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 Sara L. Robinson

Notary Public in and for the State of WA

Residing at Sedro Woolley WA

My commission expires March 16, 2006

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200404050192  
Skagit County Auditor

4/5/2004 Page 3 of 3 3:14PM