

**RETURN ADDRESS:**  
PremierWest Bank  
ATTN:Loan Assistant  
P O Box 40  
Medford, OR 97501



200409080088  
Skagit County Auditor

9/8/2004 Page 1 of 3 11:23AM

CHICAGO TITLE C29140 ✓

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200312010214

Additional on page \_\_\_\_

Grantor(s):

1. Cleveland, Edgar M.
2. Cleveland, Teresa M.

Grantee(s)

1. PremierWest Bank

Legal Description: Unit 4, Fidalgo Marina Condominium in Anacortes, Washington Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: 4599-000-004-0003

THIS MODIFICATION OF DEED OF TRUST dated August 26, 2004, is made and executed between Edgar M. Cleveland and Maria Teresa Cleveland, husband and wife ("Grantor") and PremierWest Bank, Loan Production Center-Medford, P O Box 40, 503 Airport Road, Medford, OR 97501 ("Lender").

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 583009677

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated October 31, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Deed of Trust for the amount \$358,561.00 dated October 31, 2003, recorded on December 1, 2003 in Skagit County, Washington at the County Clerk Office. Recorded Document Number 200312010214.

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

Unit 4, FIDALGO MARINA CONDOMINIUM, according to Declaration thereof recorded under Auditor's File No. 9302250060 and correction thereto, under Auditor's File No. 9303050032, and Survey Map and Plans thereof recorded in Volume 15 of Plats, pages 75, 76, and 77, records of Skagit County, Washington;

Situated in Skagit County, Washington

The Real Property or its address is commonly known as Unit 4, Fidalgo Marina Condominium, Anacortes, WA 98221. The Real Property tax identification number is 4599-000-004-0003

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

It is hereby agreed to extend and remove the maturity date from the Deed of Trust.

**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 endorsers 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 AUGUST 26, 2004.**

**GRANTOR:**

X Edgar M. Cleveland  
Edgar M. Cleveland

X Teresa M. Cleveland  
Teresa M. Cleveland

**LENDER:**

**PREMIERWEST BANK**

X [Signature]  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Clark )

On this day before me, the undersigned Notary Public, personally appeared Edgar M. Cleveland and Teresa M. Cleveland, 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.

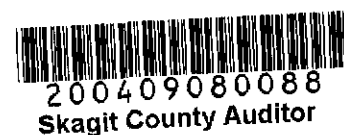
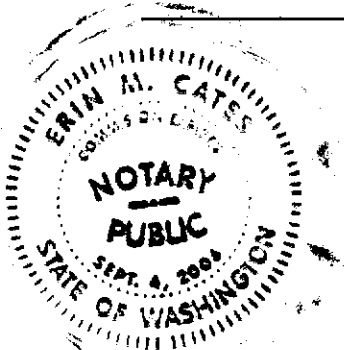
Given under my hand and official seal this 31 day of August, 2004

By Erin M. Cates

Residing at Clark County

Notary Public in and for the State of WA

My commission expires 4-4-06



MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 583009677

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LENDER ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Jackson



On this 1 day of September, 20 04, before me, the undersigned Notary Public, personally appeared Jim Swartz and personally known to me or proved to me on the basis of satisfactory evidence to be the VP, 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 Jenny Maddock  
Notary Public in and for the State of Oregon

Residing at Madford  
My commission expires 3-14-06



200409080088  
Skagit County Auditor