



200410050069

Skagit County Auditor

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When recorded mail to:  
FIRST AMERICAN ELS, INC.  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FACT DEPARTMENT

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

GRANTOR(S): KARI R. HEISER  
WILLIAM R. HEISER

WIFE  
HUSBAND

First American Equity Loan Services, Inc.

# 0277543

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: *Lot 13, 'Cromarty' Add, Vol. 7, Pgs. 34*

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P64716

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200401120104

BORROWER	
KARI R. HEISER WILLIAM R. HEISER	
ADDRESS	
22396 SUENIC ST SEDRO WOOLLEY, WA 98284	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 22nd day of September 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 06, 2004, 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 fifteen thousand and 00/100 Dollars (\$ 15,000.00), 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, 2004 in Book N/A at Page N/A 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 fifteen thousand and 00/100 dollars (\$15,000.00) is hereby increased to twenty four thousand and 00/100 dollars (\$24,000.00), an increase of nine thousand and 00/100 dollars (\$9,000.00).

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:

See Addendum A

**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: KARI R. HEISER

Kari Heiser  
KARI R. HEISER

GRANTOR: WILLIAM R. HEISER

William R Heiser  
WILLIAM R. HEISER

GRANTOR:

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GRANTOR:

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GRANTOR:

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BORROWER: KARI R. HEISER

*Kari R. Heiser*  
KARI R. HEISER

BORROWER: WILLIAM R. HEISER

*William R Heiser*  
WILLIAM R. HEISER

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LENDER:

KeyBank National Association



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State of Washington Skagit  
County of Skagit I certify that I know or have satisfactory evidence that Kari R. Heiser

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.

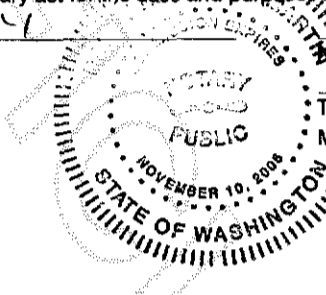
Dated: 9-22-04  
Notary Public (Print Name) Dorey A. Owings-Hickin  
Title Notary  
My appointment expires: 11-10-04



State of Washington Skagit  
County of Skagit I certify that I know or have satisfactory evidence that William R. Heiser

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: 9-22-04  
Notary Public (Print Name) Dorey A. Owings-Hickin  
Title Notary  
My appointment expires: 11-10-04



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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 # 042651316180C; ALS # 473101973283

EXHIBIT A

LOT 13, "CROMARTY ADDITION, SKAGIT COUNTY, WASH.," AS PER  
PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF  
SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LT 13, CROMARTY ADDTN, VOL 7, PG 34.

Permanent Parcel Number: P64716  
WILLIAM R. HEISER AND KARI R. HEISER,  
HUSBAND AND WIFE

22396 SUENIC STREET, SEDRO WOOLLEY WA 98284  
Loan Reference Number : 042651316180C/47310197323  
First American Order No: 6277543  
Identifier: ELS



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