

RETURN ADDRESS:

PEOPLES BANK
LOAN SERVICES
DEPARTMENT
PO BOX 233
LYNDEN, WA 98264



200411050135
Skagit County Auditor

11/5/2004 Page 1 of 3 3:36PM

CHICAGO TITLE CO.

1033061 ✓

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): AF#200303180185

Additional on page _____

Grantor(s):

1. Tingley, Thomas C
2. Tingley, Nancy

Grantee(s)

1. PEOPLES BANK

Legal Description: TR 36, SCSP 108-76; BEING PTN 4 AND 5-36-4

Additional on page 2

Assessor's Tax Parcel ID#: 360405-1-003-0509 (P48884)

THIS MODIFICATION OF DEED OF TRUST dated November 4, 2004, is made and executed between Thomas C Tingley and Nancy Tingley, husband and wife, whose address is 19408 Bridle Place, Sedro Woolley, WA 98284 ("Grantor") and PEOPLES BANK, SEDRO WOOLLEY OFFICE, 530B CROSSROAD SQUARE, SEDRO-WOOLLEY, WA 98284 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5023280-102

(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 17, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST RECORDED MARCH 18, 2003 UNDER AUDITOR'S FILE NO. 200303180185 RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Tract 36 of SKAGIT COUNTY SHORT PLAT NO. 108-76, approved November 23, 1976, and recorded November 23, 1976, in Volume 2 of Short Plats, pages 1 and 2, under Auditor's File No. 846420, records of Skagit County, Washington; being a portion of Sections 4 and 5, Township 36 North, Range 4 East of the Willamette Meridian.

The Real Property, or its address is commonly known as 19408 Bridle Place, Sedro Woolley, WA 98284. The Real Property tax identification number is 360405-1-003-0509 (P48884)

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED NOVEMBER 4, 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 \$11,000.00 TO \$20,000.00

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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 4, 2004.

GRANTOR:

X Thomas C Tingley
Thomas C Tingley

X Nancy Tingley
Nancy Tingley

LENDER:

PEOPLES BANK

X Karen I Pitt
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared Thomas C Tingley and Nancy Tingley, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and voluntarily act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of November, 2004

By Karen I Pitt
Notary Public in and for the State of Washington

Residing at Burlington
My commission expires _____



**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 5023280-102

Page 3

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 _____



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11/5/2004 Page 3 of 3 3:36PM