

When Recorded Return to:
KeyBank National Association
First American ELS - Policy Dept
1228 Euclid Avenue, Suite 400
Cleveland, OH 44115



200412210103
Skagit County Auditor

12/21/2004 Page 1 of 5 1:35PM

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): JEFF HENDRICKS
AKA JEFFREY HENDRICKS
LINDA HENDRICKS

HUSBAND
WIFE

FIRST AMERICAN TITLE CO.

83228

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

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVENUE, SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION:
PTN. TRACT 10, RANCHO SAN JUAN DEL MAR, SUBDIVISION 1

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 3972-000-010-0006
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200206170088

BORROWER	
JEFF HENDRICKS LINDA HENDRICKS	
ADDRESS	
11622 N DEL MAR DR ANACORTES, WA 98221	
TELEPHONE NO.	IDENTIFICATION NO.

FIRST AMERICAN TITLE

#6493761

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 6th day of December 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 May 06, 2002, 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 three hundred thousand and 00/100 Dollars (\$ 300,000.00), 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 June 17, 2002 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 three hundred thousand and 00/100 dollars (\$300,000.00) is hereby increased to one million one hundred ninety thousand and 00/100 dollars (\$1,190,000.00), an increase of eight hundred ninety thousand and 00/100 dollars (\$890,000.00).

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

THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:
TRACT 10, "RANCHO SAN JUAN DEL MAR, SUBDIVISION NO.1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTHEASTERLY 25 FEET THEREOF.
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTHEASTERLY 25 FEET OF SAID LOTS 9 AND 10 AND THE NORTHEASTERLY 30 FEET OF LOT 11 OF SAID PLAT.

SCHEDULE B



GRANTOR: JEFF HENDRICKS

Jeff Hendricks

JEFF HENDRICKS

GRANTOR: AKA JEFFREY HENDRICKS

Jeffrey Hendricks

AKA JEFFREY HENDRICKS

GRANTOR: LINDA HENDRICKS

Linda Hendricks

LINDA HENDRICKS

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:



BORROWER: JEFF HENDRICKS

Jeff Hendricks
JEFF HENDRICKS

BORROWER: LINDA HENDRICKS

Linda Hendricks
LINDA HENDRICKS

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

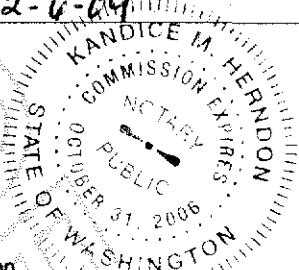
KeyBank National Association



State of Washington
County of King

I certify that I know or have satisfactory evidence that Jeff Herdicks AKA Jeffrey Herdicks
and Linda Herdicks
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: 12-6-04



Notary Public (Print Name) Kandice M. Herndon

Title Notary

My appointment expires: 10-31-06

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)

ACAPS # 043021118380C; ALS # 473101682284

LPWA581E © John H. Harland Co. (12/08/98) (800) 937-3799



200412210103
Skagit County Auditor

12/21/2004 Page 5 of 5 1:35PM