

RETURN ADDRESS:

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



200508110076

Skagit County Auditor

8/11/2005 Page

1 of

3 11:25AM

CHICAGO TITLE IC35881-SM ✓

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200407280090

Additional on page ____

Grantor(s):

1. Novak, Scott S
2. Novak, Susan E

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 910, AMENDED SURVEY OF SHELTER BAY, DIV. 3

Additional on page 2

Assessor's Tax Parcel ID#: 5100-003-910-0000 (L7123)

THIS MODIFICATION OF DEED OF TRUST dated August 8, 2005, is made and executed between between Scott S Novak, also known as S. Scott Novak and Susan E Novak, husband and wife, whose address is 910 Bannock Place, La Conner, WA 98257 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5713450-1

(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 28, 2004 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED JULY 28, 2004 AND RECORDED JULY 28, 2004 UNDER AUDITOR'S FILE NO. 200407280090 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:

Lot 910, AMENDED SURVEY OF SHELTER BAY, DIVISION NO. 3, Tract C, Tribal and Allotted Lands of Swinomish Indian Reservation, according to the plat thereof recorded in Volume 1 of Surveys, page 187, under Auditor's File No. 836135, records of Skagit County, Washington.

Situated in Skagit County, Washington

The Real Property or its address is commonly known as 910 Bannock Place, La Conner, WA 98257. The Real Property tax identification number is 5100-003-910-0000 (L7123).

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED AUGUST 08, 2005 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT INCREASE THE PRINCIPAL AMOUNT FROM \$50,000.00 TO \$70,000.00.

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 endorses to the Note, 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 AUGUST 8, 2005.

GRANTOR:

Scott S Novak

Susan E Novak

LENDER:

PEOPLES BANK

Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this day before me, the undersigned Notary Public, personally appeared Scott S. Novak and Susan E. Novak, 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 _____ day of _____, 2005.

Residing at _____, _____, Washington

By _____, Notary Public in and for the State of _____

My commission expires _____

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 5713450-1

Page 3

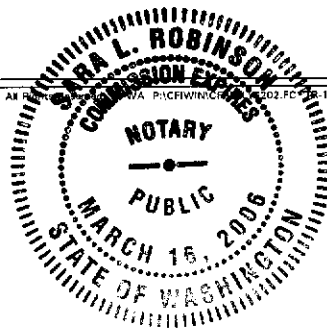
LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 11 day of August, 2005, before me, the undersigned Notary Public, personally appeared Melody Hidbreder and personally known to me or proved to me on the basis of satisfactory evidence to be the Lender, 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



LASER PRO Lending, Var. 5.27.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2005. All Rights Reserved. WA P/CFWINCH 1202.FC PR-1393250 PR-8



200508110076
Skagit County Auditor