## RETURN ADDRESS:

Horizon Bank
CML % Kris Zuanich
2211 Rimland Dr, Ste 230
Bellingham, WA 98226



## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200504270010

Grantor(s):

1. Treistad, Richard R.

2. Trelstad, Kathryn J.

Grantee(s)

1. Horizon Bank

Legal Description: Lot 4, of Skagit County Short Plat PL - 04 - 0140

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Additional on page \_\_

Assessor's Tax Parcel ID#: 330304 3 006 0300 P121420

THIS MODIFICATION OF DEED OF TRUST dated August 18, 2005, is made and executed between between Richard R. Trelstad and Kathryn J. Trelstad; husband and wife ("Grantor") and Horizon Bank, whose address is Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6000001158

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 22, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Deed of Trust recorded April 27, 2005, Recording Number 200504270010, Skagit County, Washington.

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

Acreage Account, Acres 16.61, (DR15) Lot 4 of Skagit County Short Plat PL - 04 - 0140 recorded under AF# 200503110145 AKA Trelstad Short Plat Number 3, being a Portion of Lot 3 of Skagit County Short Plat PL- 03 - 0722 AKA Trelstad Short Plat #2, recorded under AF#200401210074, being a portion of Southwest 1/4, Southwest 1/4.

Situate in Skagit County, Washington.

The Real Property or its address is commonly known as 18704 Lesourd Lane, Mount Vernon, WA 98273. The Real Property tax identification number is 330304 3 006 0300 P121420

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

Description of Note in Deed of Trust is modified to be a Revolving Line of Credit Note in favor of Lender dated August 18, 2005 in the amount of \$50,000.00. This Note is a replacement of Promissory Note from Borrower to Lender dated April 22, 2005 in the original amount of \$50,000.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

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 18, 2005.

GRANTOR:			
X Man Stell Hotel			
X Kathryn J. Trelstad	ul stat		
LENDER:	a de de la constitución de la co		
HORIZON BANK			
X Authorized Officer	7 (dd		
INDIVI	DUAL ACKNOW	LEDGMENT	
STATE OF WAShington		) NSS	And the state of t
COUNTY OF SKACINT		)	
On this day before me, the undersigned Nota husband and wife, personally known to me described in and who executed the Modificati their free and voluntary act and deed, for the un	or proved to me on the on of Deed of Trust, and	basis of satisfactory evide acknowledged that they s	ence to be the individuals
Given under my hand and official seal this	Hug 23	Residing at	A CO OS
Notary Public in and for the State of		commission ex	spires <u>5-10-69</u>
<u></u>	( S. 05 - 10.		

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6000001158

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LENDER ACKNOWLEDGMENT				
STATE OF MISSIAN STATE OF	)			
1 . 1	) SS			
COUNTY OF SKAGUT	)			
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On this 25 rd day of Jugust	, 20 <u>05</u> , before me, the undersigned			
Notary Public, personally appeared Toy Kashing k	and personally known to me			
or proved to me on the basis of satisfactory evidence to be the the Lender that executed the within and foregoing instrument and ack	authorized agent for authorized agent for			
act and deed of the said Lender, duly authorized by the Lender through	this board of directors or otherwise, for the uses and			
purposes therein mentioned, and on path stated that he or she is auth	prized to execute this said instrument and that the seal			
affixed is the corporate seal of said Lender.				
By Leave 10 000	Residing at Sed to Wally  My commission expires 5 -10-09			
Notary Public in and for the State of	My commission expires 5 -11-19			
Notary Public III and for the state of	S A my commission expires <u>J 11/2-1-1</u>			
THE OF W				
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