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When recorded mail to: FIRST AMERICAN TITLE INSURANCE 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115 ATTN: FT1120

# MODIFICATION AND EXTENSION # 1875003 OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): FRED K. ANDAL CATHY M. ANDAL HTTA CATHERINE M. ANDAL

HUSBAND WIFE

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: 300 28 136N RY

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P50226
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200305050208

BORROWER FRED K. ANDAL CATHY M. ANDAL ADDRESS 20795 PRAIRIE RD SEDRO WOOLLEY, WA 98284 TELEPHONE NO. IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOT	TE/DEED OF TRUST, dated the 30th day of
August 2005 , is executed by and between the partie	
KeyBank National Association	
4910 Tiedeman Road, Suite B, Brooklyn, Oh	io 44144
	("L'ender").
A.On <u>April 25, 2003</u>	, Lender made a loan ("Loan") to Borrower evidenced by
Borrower's promissory note or agreement ("Note") payable to Lender in fifty thousand and 00/100	the original principal amount of Dollars
(\$ <u>50,000.00</u> ), which N	ote is secured by a deed of trust ("Deed of Trust") executed
by Grantor for the benefit of Lender and encumbering the real proper on May 05, 2003 in Book NA at Page	NA in the Auditor's Office of
SKAGIT County, Washington. The Note and Countural cumulatively referred to as the "Loan Documents".	reed of Trust and any other related documents are hereafter
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 fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to sixty five thousand and 00/100 dollars (\$65,000.00), an increase of fifteen thousand and 00/100 dollars (\$15,000.00).

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 <u>SKAGIT</u> of <u>Washington</u>

 $_{-}$  , State

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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State of Washington	
County of Certify that I know or have satisfactory evidence the	at Fred K-Andal
	knowledged that he she signed this instrument and acknowledged it
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	Notary Public (Print Name)
	Title Notory
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State of vyasnington 🕜 🔭	
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to be his/her/free and voluntary act for the uses and purposes	knowledged that he/she signed this instrument and acknowledged it mentioned in the instrument.
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ACAPS # 052171616170C; ALS # 473101856461

#### EXHIBIT A

(1.45 ACRE) LOT A-2 OF SHORT PLAT 27-84 AF NO. 840625002 A PORTION OF NORTH 1/2 SOUTHWEST 1/4 SOUTHEAST 1/4 SECTION 28 TOWNSHIP 36 NORTH RANGE 4.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL: LOT A-2 SP 27-84 A'S 840625002 PTN SEC 28 T36N R4

Permanent Parcel Number: P50226

(Parcel #1)

P109118

(Parcel #2)

FRED K. ANDAL

20795 PRAIRIE ROAD, SEDRO WOOLLEY WA 98284

Loan Reference Number : 052171616170C/473101856461 First American Order No: 7875603

Identifier: ELS



