

**RETURN ADDRESS:**  
Sterling Savings Bank  
Loan Support  
PO Box 2131  
Spokane, WA 99210



200601230150

Skagit County Auditor

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CHICAGO TITLE IC35877

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 0068847536-9001

Additional on page \_\_\_\_

Grantor(s):

1. CESENA, ROBERT R
2. CESENA, TAMARA L

Grantee(s)

1. Sterling Savings Bank

Legal Description: Lots 3 and 4, Blk. 20, VERNON HEIGHTS ADD. TO MOUNT VERNON

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Assessor's Tax Parcel ID#: 3763-020-004-0005

THIS MODIFICATION OF DEED OF TRUST dated January 18, 2006, is made and executed between between ROBERT R. CESENA and TAMARA L. CESENA, HUSBAND AND WIFE ("Grantor") and Sterling Savings Bank, whose address is Peterkort Business Banking Centre, 9755 SW Barnes Road Ste 105, Portland, OR 97225 ("Lender").

DEED OF TRUST AFN - 200508150105

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

Loan No: 9001

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 10, 2005 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**RECORDED AUGUST 15, 2005 UNDER AUDITOR'S NUMBER 200508150105 IN SKAGIT COUNTY.**

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

Lots 3 and 4, Block 20, VERNON HEIGHTS ADDITION TO MOUNT VERNON, according to the plat thereof, recorded in Volume 2 of Plats, page 108, records of Skagit County, Washington.

Situated in Skagit County, Washington.

The Real Property or its address is commonly known as 122 N 4TH ST, MOUNT VERNON, WA 98273. The Real Property tax identification number is 3763-020-004-0005.

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

**TERMS OF THE NOTE ARE HEREBY AMENDED AS FOLLOWS: NOTE DATED JANUARY 18, 2006 IN THE PRINCIPAL AMOUNT OF \$323,000.00.**

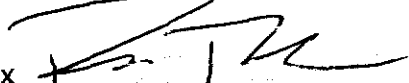
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate 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, 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.


**FRAUDS DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWERS RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.**

**STATUTE OF FRAUDS DISCLOSURE. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.**

**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 JANUARY 18, 2006.**

**GRANTOR:**

X   
ROBERT R CESENA

X   
TAMARA L CESENA

**LENDER:**

**STERLING SAVINGS BANK**

X   
Authorized Officer



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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 9001

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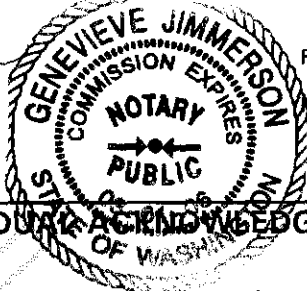
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Whatcom )

On this day before me, the undersigned Notary Public, personally appeared **ROBERT R CESENA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of January, 2006

By Genevieve Jimmerson Residing at Bellingham  
Notary Public in and for the State of WA My commission expires 3-1-06



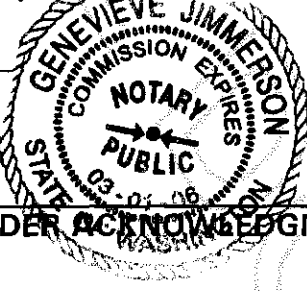
INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned Notary Public, personally appeared **TAMARA L CESENA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of January, 2006

By Genevieve Jimmerson Residing at Bellingham  
Notary Public in and for the State of WA My commission expires 3-1-06



LENDER ACKNOWLEDGMENT

STATE OF Oregon )  
 ) SS  
COUNTY OF Washington )



On this 18th day of January, 2006, before me, the undersigned Notary Public, personally appeared Ed Howard and personally known to me or proved to me on the basis of satisfactory evidence to be the Business Banker, 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 Patrice K. Bishop Residing at Portland  
Notary Public in and for the State of Oregon My commission expires Nov 18, 2009