



200604140109
Skagit County Auditor

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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
OF PROMISSORY NOTE/DEED OF TRUST**

GRANTOR(S): DARRELL L. DILLARD HUSBAND
SHELLEY L. DILLARD 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: Tract 3, Plat NO 36-84 A'S 840018023, UO 16
P5 181, Sec 32, TWP 33N R4E Wm

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P17598
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200312150037

BORROWER	
DARRELL L. DILLARD SHELLEY L. DILLARD	
9118283	
ADDRESS	
23049 N STARBIRD RD MOUNT VERNON, WA 98274	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 21st day of March 2006, is executed by and between the parties identified above and KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144
("Lender").

A. On December 05, 2003, 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 fifty thousand and 00/100 Dollars (\$ 50,000.00), 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 December 15, 2003 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 fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of fifty thousand and 00/100 dollars (\$50,000.00).

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

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.



GRANTOR: DARRELL L. DILLARD

Darrell L. Dillard

DARRELL L. DILLARD

GRANTOR: SHELLEY L. DILLARD

Shelley L. Dillard

SHELLEY L. DILLARD

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL DOCUMENT



BORROWER: DARRELL L. DILLARD

Darrell L. Dillard

DARRELL L. DILLARD

BORROWER: SHELLEY L. DILLARD

Shelley L. Dillard

SHELLEY L. DILLARD

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association



State of Washington
County of Skagit

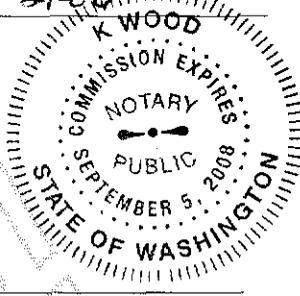
I certify that I know or have satisfactory evidence that Darrell L. Dillard and Shelby L. Dillard

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: 3-21-06

K. Wood
Notary Public (Print Name)

Notary
Title
My appointment expires: 9-5-08



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 # 060731438500C; ALS # 473101968014

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EXHIBIT A

TRACT 3 OF SKAGIT COUNTY SHORT PLAT NO. 36-84, APPROVED OCTOBER 18, 1984, AND RECORDED OCTOBER 18, 1984, AS AUDITOR'S FILE NO. 8410180023 IN VOLUME 6 OF SHORT PLATS, PAGE 181, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 33 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL:

TRACT 3 PLAT NO 36-84 A'S 8400180023 VOL 6 PG 181 PTN NE 1/4 NE 1/4 SEC 32 T33N R4E WM

Permanent Parcel Number: P17598
DARRELL L. DILLARD AND SHELLEY L. DILLARD, HUSBAND AND WIFE

23049 NORTH STARBIRD ROAD, MOUNT VERNON WA 98274
Loan Reference Number : 060731438500C/473101968014
First American Order No: 9118283
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 DILLARD
9118283

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT





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