

RETURN ADDRESS:
WASHINGTON TRUST
BANK
LSC - COMMERCIAL
P.O. BOX 2127
SPOKANE, WA
99210-2127



200607110149

Skagit County Auditor

7/11/2006 Page

1 of

3 3:23PM

LAND TITLE OF SKAGIT COUNTY

m-16394

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200501140151

Additional on page ____

Grantor(s):

1. Bogen, Brian K.

Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: LOTS 9 & 35, PLAT OF MADRONA ESTATES OF STRAWBERRY BAY

Additional on page 2

Assessor's Tax Parcel ID#: 3949-000-009-0009 & 3949-000-035-0007

THIS MODIFICATION OF DEED OF TRUST dated June 21, 2006, is made and executed between between Brian K. Bogen, as his separate property, whose address is 2834 44th Avenue W., Seattle, WA 98199-2427 ("Grantor") and WASHINGTON TRUST BANK, whose address is WESTERN WASHINGTON DIVISION (3985), TWO UNION SQUARE, SUITE 4747, 601 UNION STREET, SEATTLE, WA 98101-2382 ("Lender").

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 11, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Document recorded on January 14, 2005 as Instrument No. 200501140151, official records of Skagit County Auditor.

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

Lots 9 and 35, PLAT OF MADRONA ESTATES ON STRAWBERRY BAY, Cypress Island, Skagit County, Washington, as per plat recorded in Volume 8 of Plats, page 46, records of Skagit County, Washington.

The Real Property or its address is commonly known as NNA Lots 9 & 35, Strawberry Bay, Cypress Island, WA. The Real Property tax identification number is 3949-000-009-0009 & 3949-000-035-0007.

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

The Credit Agreement secured by the Deed of Trust is increased by \$75,000.00 to a new credit limit of \$375,000.00 as evidenced by the renewal agreement dated June 21, 2006.

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 JUNE 21, 2006.

GRANTOR:

X Brian K. Bogen
Brian K. Bogen

LENDER:

WASHINGTON TRUST BANK

X Frank Moe
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF King

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared Brian K. Bogen, 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.

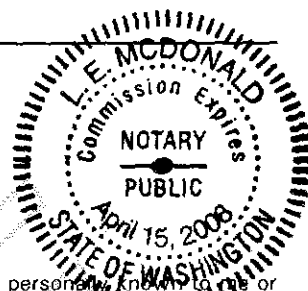
Given under my hand and official seal this 30th day of June, 2006

By L. McDonald

Notary Public in and for the State of WA

Residing at 6014-17th St. S.W.
22nd Ave. S.W.

My commission expires 4-15-2008



200607110149
Skagit County Auditor

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Washington

)

) SS

COUNTY OF King

)

On this 3rd day of July, 2008, before me, the undersigned Notary Public, personally appeared Frank mae and personally known to me or proved to me on the basis of satisfactory evidence to be the individual agent for the Lender that executed the within and foregoing instrument and acknowledged to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through 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 Autumne L. Weingart

Residing at 1708

Notary Public in and for the State of WA

My commission expires 1-08



200607110149
Skagit County Auditor

7/11/2006 Page

3 of

3 3:23PM