



200607210132
Skagit County Auditor

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When recorded mail to:

FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS

**MODIFICATION AND EXTENSION
OF PROMISSORY NOTE/DEED OF TRUST**

9841409

GRANTOR(S): JOHN BENDTSEN
LAURA BENDTSEN

HUSBAND
WIFE

GRANTEE ("Lender"): KeyBank National Association
P.O. Box 16430
Boise, ID 83715

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVE SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION: PTN TRACT 5 BURLINGTON ACREAGE
PROPERTY VOL 1 PG 49

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P62289

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200508310217

BORROWER	
JOHN BENDTSEN LAURA BENDTSEN	
ADDRESS	
11017 GUNDERSEN LN BURLINGTON, WA 98233	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 30th day of June 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 August 03, 2005, 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 nine thousand and 00/100 Dollars (\$ 59,000.00), 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 August 31, 2005 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 nine thousand and 00/100 dollars (\$59,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of forty one thousand and 00/100 dollars (\$41,000.00).

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.



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Skagit County Auditor

BORROWER: JOHN BENDTSEN

JOHN BENDTSEN

BORROWER: LAURA BENDTSEN

LAURA BENDTSEN

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association



GRANTOR: JOHN BENDTSEN


JOHN BENDTSEN

GRANTOR: LAURA BENDTSEN


LAURA BENDTSEN

GRANTOR:

GRANTOR:

GRANTOR:

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GRANTOR:



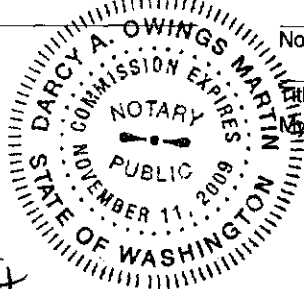
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Skagit County Auditor

State of Washington Skagit
County of Skagit

I certify that I know or have satisfactory evidence that John Bendtsen

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: 6-30-06



Darcy A. Owings
Notary Public (Print Name)

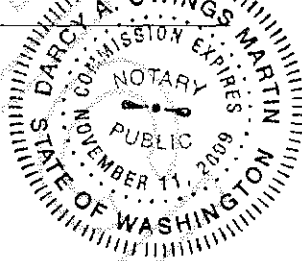
Title Notary
My appointment expires: 11-11-09

State of Washington Skagit
County of Skagit

I certify that I know or have satisfactory evidence that Laura Bendtsen

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: 6-30-06



Darcy A. Owings
Notary Public (Print Name)

Title Notary
My appointment expires: 11-11-09

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) _____

(Seal or Stamp)

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) _____

(Seal or Stamp)

Title _____

My appointment expires: _____

ACAPS # 061781019490C; ALS # 473102199502

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EXHIBIT A

UNOFFICIAL

THAT PORTION OF TRACT 5, "BURLINGTON ACREAGE PROPERTY",
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS,
PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON AND THE VACATED
ROAD ADJOINING, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 28
AND 33, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN,
THENCE SOUTH 86 DEGREES 52 MINUTES 30 SECONDS EAST, A
DISTANCE OF 310.6 FEET TO AN IRON PIPE AND THE TRUE POINT OF
BEGINNING; THENCE SOUTH 00 DEGREES 31 MINUTES EAST, A
DISTANCE OF 118.6 FEET; THENCE NORTH 89 DEGREES 29 MINUTES
EAST A DISTANCE OF 96 FEET, MORE OR LESS, TO THE WEST LINE OF
THAT CERTAIN PARCEL CONVEYED TO JOSEPH AND GRACE NICHOLL BY
DEED DATED MARCH 31, 1955, RECORDED JULY 9, 1956, UNDER
AUDITOR'S FILE NO. 538475, RECORDS OF SKAGIT COUNTY,
WASHINGTON; THENCE NORTH A DISTANCE OF 112.5 FEET; MORE OR
LESS, ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION
33 THENCE NORTH 86 DEGREES 52 MINUTES 30 SECONDS WEST ALONG
SAID NORTH LINE A DISTANCE OF 97.3 FEET TO THE TRUE POINT OF
BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

ABBRV LEGAL:

PTN TRACT 5 BURLINGTON ACREAGE PROPERTY VOL 1 PG 49

Permanent Parcel Number: P62289
JOHN BENDTSEN, A SINGLE MAN

11017 GUNDERSEN LANE, BURLINGTON WA 98233
Loan Reference Number : 061781019490C/473102199502
First American Order No: 9841409

 BENDTSEN
9841409

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT




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