



200609080096
Skagit County Auditor

9/8/2006 Page 1 of 6 12:18PM

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
W **LENDERS ADVANTAGE**
K **1100 SUPERIOR AVENUE, SUITE 200**
P **CLEVELAND, OHIO 44114**
B **(ATTN: FTH120**

MODIFICATION AND EXTENSION 10208236
OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): MATTHEW W. GIFFORD HUSBAND
TERRY L. GIFFORD WIFE
HTTA TERRY A. GIFFORD

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:
SE 1/4 NW 1/4 SEC 15 T 35N R 5E W 1/2

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P39147
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200406010139

BORROWER	
MATTHEW W. GIFFORD TERRY L. GIFFORD	
ADDRESS	
27420 MINKLER RD SEDRO WOOLLEY, WA 98284	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 24th day of August 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 May 20, 2004, 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 one hundred thousand and 00/100 Dollars (\$ 100,000.00), 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 June 01, 2004 in Book N/A at Page N/A 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 one hundred thousand and 00/100 dollars (\$100,000.00) is hereby increased to two hundred thousand and 00/100 dollars (\$200,000.00), an increase of one hundred thousand and 00/100 dollars (\$100,000.00).

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: MATTHEW W. GIFFORD

Matthew W. Gifford
MATTHEW W. GIFFORD

GRANTOR: TERRY L. GIFFORD

Terry L. Gifford
TERRY L. GIFFORD

GRANTOR: HTA TERRY A. GIFFORD

Terry A. Gifford
HTA TERRY A. GIFFORD

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

UNOFFICIAL DOCUMENT



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Skagit County Auditor

BORROWER: MATTHEW W. GIFFORD

Matthew W. Gifford
MATTHEW W. GIFFORD

BORROWER: TERRY L. GIFFORD

Terry L. Gifford
TERRY L. GIFFORD

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

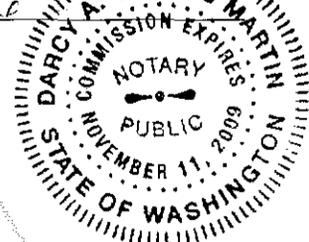


State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Matthew W. Gifford

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: 8-21-06



Darcy A. Owings Martin
Notary Public (Print Name)
Notary
Title
My appointment expires: 11-11-09

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Terry L. Gifford HTA

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: 8-24-06



Terry L. Gifford
Notary Public (Print Name)
Notary
Title
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: _____

(Seal or Stamp)

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: _____

(Seal or Stamp)

Notary Public (Print Name)

Title
My appointment expires: _____



EXHIBIT A

UNOFFICIAL DOCUMENT

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY, TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER AND ACROSS A 16 FOOT STRIP OF LAND AS DESCRIBED IN DOCUMENT RECORDED AS AUDITOR'S FILE NO. 8409260020.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 9508220005.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

PTN SE 1/4 NW 1/4 SEC 15 T35N R5E WM

Permanent Parcel Number: P39147
MATTHEW W. GIFFORD AND TERRY A. GIFFORD, HUSBAND AND WIFE

27420 MINKLER ROAD, SEDRO WOOLLEY WA 98284
Loan Reference Number : 062281600320C/473102037216
First American Order No: 10208236
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 GIFFORD
10208236

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT





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