

**RETURN ADDRESS:**

Whidbey Island Bank  
P.O. Box 1589  
Oak Harbor, WA 98277



200610110043  
Skagit County Auditor

10/11/2006 Page

1 of

3 11:29AM

LAND TITLE OF SKAGIT COUNTY

1150515

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 01/31/2005 - 200501310202

Additional on page \_\_\_\_\_

Grantor(s):

- 1. JOHNSON, KEITH S
- 2. JOHNSON, ALISON R

Grantee(s)

- 1. Whidbey Island Bank

Legal Description: ptn s'1/2 of s'w'1/2 3.33.4

Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 330403-3-003-0005, 330403-1-001-0100, 330410-2-001-0000, 330410-1-003-000, 330410-1-001-0408, AND 330410-1-001-0101

**THIS MODIFICATION OF DEED OF TRUST dated October 10, 2006, is made and executed between between KEITH S JOHNSON and ALISON R JOHNSON ("Grantor") and Whidbey Island Bank, whose address is Burlington Office, 1800 S. Burlington Ave., P.O. Box 302, Burlington, WA 98233 ("Lender").**

DOCUMENT

**MODIFICATION OF DEED OF TRUST**

(Continued)

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated January 31, 2005 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**RECORDED ON JANUARY 31, 2005 IN SKAGIT COUNTY UNDER AUDITOR'S FILE NUMBER 200501310202.**

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as NHN RAW LAND, MOUNT VERNON, WA 98273. The Real Property tax identification number is 330403-3-003-0005, 330403-1-001-0100, 330410-2-001-0000, 330410-1-003-000, 330410-1-001-0408, AND 330410-1-001-0101.

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

**DECREASE LINE OF CREDIT FROM \$400,000.00 TO \$200,000.00.**

**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 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 AGREES TO ITS TERMS.** THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS.

**GRANTOR:**

X *Keith S Johnson*  
KEITH S JOHNSON

X *Alison R. Johnson by her husband Keith S Johnson P.O.T.*  
ALISON R JOHNSON

**LENDER:**

WHIDBEY ISLAND BANK

X *Mr. [Signature] Mr. [Signature]*  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Skagit

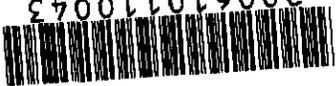
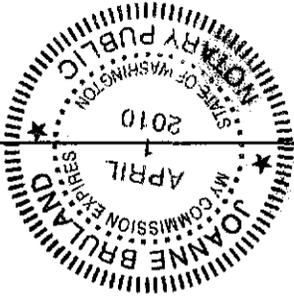
)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared KEITH S JOHNSON and ALISON R JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of October, 2006.

Residing at Burlington  
My commission expires 4/1/10

*Joanne Briland*  
Notary Public in and for the State of WA



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 10th day of October, 20 09, before me, the undersigned Notary Public, personally appeared Tim Northrop and personally known to me or proved to me on the basis of satisfactory evidence to be the Authorized Lender, 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 Joanne Bruland  
Notary Public in and for the State of WA

Residing at Burlington  
My commission expires 4/1/10



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Skagit County Auditor