

**RETURN ADDRESS:**

Horizon Bank  
CML % Nancy Shipman  
2211 Rimland Dr, Suite 230  
Bellingham, WA 98226



200611010077

Skagit County Auditor

11/1/2006 Page 1 of 3 1:30PM

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200407220073

Additional on page \_\_\_\_

Grantor(s):

FIRST AMERICAN TITLE CO.  
A81781

1. Andrews, Joseph L
2. Andrews, Jennifer B

Grantee(s)

1. Horizon Bank

Legal Description: Portions Lots 1 and 2, Block 121 "Anacortes"

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Assessor's Tax Parcel ID#: 3772-121-002-0002 P55777

**THIS MODIFICATION OF DEED OF TRUST** dated October 30, 2006, is made and executed between between Joseph L Andrews, who also shows of record as Joseph Andrews and Joe Andrews and Jenny B. Andrews, who also shows of record as Jennifer Andrews, husband and wife ("Grantor") and Horizon Bank, whose address is Whatcom Commercial Center, 2211 Rimland Dr. Suite #230, Bellingham, WA 98226 ("Lender").

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1060000103

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated June 23, 2004 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded July 22, 2004 in Skagit County, Washington under Auditor's File No. 200407220073.

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

The North 60 Feet of Lots 1 and 2, Block 121 MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Situate in Skagit County, State of Washington

The Real Property or its address is commonly known as 1401 17th Street, Anacortes, WA 98221. The Real Property tax identification number is 3772-121-002-0002 P55777.

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

The Promissory Note evidenced by the Note dated June 23, 2004 increased to \$60,000.00, which shall be and remain secured by the Deed of Trust.

This Note is a renewal and replacement of Promissory Note from Borrower to Lender dated June 23, 2004 in the original amount of \$47,677.00. All referenced in the loan documents to the old Note shall be deemed to be a reference to the new Note.

**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 endorser 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 OCTOBER 30, 2006.**

**GRANTOR:**

x Joseph L. Andrews  
Joseph L. Andrews

x Jennifer B. Andrews  
Jennifer B. Andrews

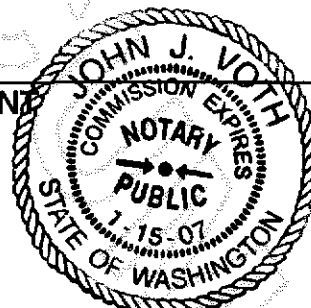
**LENDER:**

**HORIZON BANK**

x Authorized Officer  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared **Joseph L. Andrews**, 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 31<sup>st</sup> day of October, 20 06

By John J. Voth  
Notary Public in and for the State of WA

Residing at Mount Vernon, WA  
My commission expires 1-15-07



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Skagit County Auditor

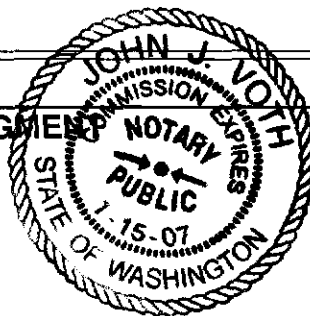
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1060000103

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared **Jennifer B Andrews**, 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 31<sup>st</sup> day of October, 20 06

By [Signature]  
Notary Public in and for the State of WA

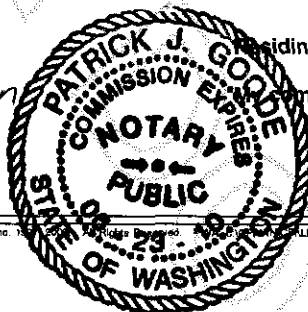
Residing at Mount Vernon, WA.  
My commission expires 1-15-07

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 31<sup>st</sup> day of October, 20 06, before me, the undersigned Notary Public, personally appeared John J. Voth and personally known to me or proved to me on the basis of satisfactory evidence to be the officer, 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 [Signature]  
Notary Public in and for the State of Washington



Residing at Bellingham  
My commission expires 06/23/2010

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