



200612210031
Skagit County Auditor

12/21/2006 Page 1 of 6 9:44AM

When Recorded Return to:
KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(360) 466-4482

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): JAMES G. ALLEN
VIRGINIA L. ALLEN

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:
LOT 460 AMENDED SURVEY SHELTER BAY DIVISION 3

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 51000034600000L6694
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200508080104

BORROWER	
JAMES G. ALLEN VIRGINIA L. ALLEN	
ADDRESS	
460 KLICKITAT DR LA CONNER, WA 98257	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 20th day of November 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 June 29, 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 twenty thousand and 00/100 Dollars (\$ 20,000.00), 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 08, 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 twenty thousand and 00/100 dollars (\$20,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of eighty thousand and 00/100 dollars (\$80,000.00).

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:

LOT 460, 'AMENDED SURVEY OF SHELTER BAY DIV.3, TRACT 'C,' TRIBAL AND ALLOTED LANDS OF SWINOMISH INDIAN RESERVATION,' AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 187, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SCHEDULE B



200612210031

Skagit County Auditor

12/21/2006 Page 2 of 6 9:44AM

JA VA

BORROWER: JAMES G. ALLEN

James G. Allen
JAMES G. ALLEN

BORROWER: VIRGINIA L. ALLEN

Virginia L. Allen
VIRGINIA L. ALLEN

BORROWER:

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BORROWER:

LENDER:

KeyBank National Association



200612210031
Skagit County Auditor

12/21/2006 Page 3 of 6 9:44AM

GRANTOR: JAMES G. ALLEN

James G. Allen
JAMES G. ALLEN

GRANTOR: VIRGINIA L. ALLEN

Virginia L. Allen
VIRGINIA L. ALLEN

GRANTOR:

GRANTOR:

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GRANTOR:



200612210031
Skagit County Auditor

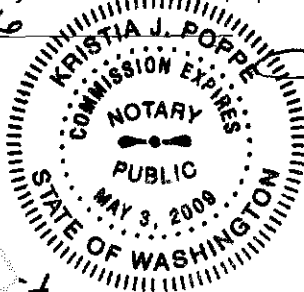
12/21/2006 Page 4 of 6 9:44AM

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that James G Allen

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: 11-20-06



Kristia J Poppe
Notary Public (Print Name)

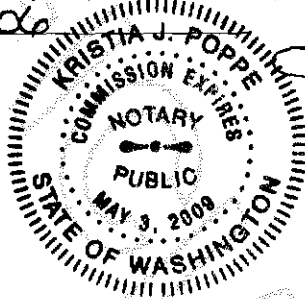
Manager
Title
My appointment expires: May 3, 2009

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Virginia L. Allen

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: 11-20-06



Kristia J Poppe
Notary Public (Print Name)

Manager
Title
My appointment expires: May 3, 2009

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: _____



200612210031
Skagit County Auditor

12/21/2006 Page

5 of

6 9:44AM

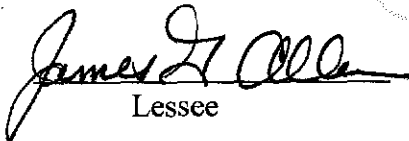
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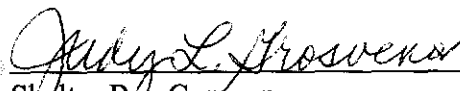
JA

Consent to Encumber Leasehold Interest

In Accordance with 25 CFR 162.12(c) the following language is being added to the Assignment of Lease for **James & Virginia Allen**, sub-lessee of Shelter Bay lease; **460 Klickitat Dr, La Conner, WA.**


With the consent of the Secretary of the Interior acting on behalf of the Indians of the Puget Sound Agency, the lease may contain provisions authorizing the lessee to encumber his/her leasehold interest in the premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser he may assign the leasehold with the approval of the Secretary and consent of the other parties to the lease. Provided however if the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be required, and such purchaser will be bound by the terms of the lease and will assume in writing all the obligations thereunder.


Lessee


Shelter Bay Company
Judy L. Grosvenor, Mgr.



This consent to encumber is hereby approved, effective Nov 28, 2006


acting
Superintendent, Puget Sound Agency



200612210031

Skagit County Auditor