



200612210074
Skagit County Auditor

12/21/2006 Page 1 of 7 1:19PM

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

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

GRANTOR(S): BURTON W. MARTIN UNMARRIED
HTTA, WAYNE MARTIN

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: N 110 FT, PTN NE 1/4 SW 1/4
SEC 15 T 34N R 4E W 1/2

(Additional legal description on page 2.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P24781
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200011200059

BORROWER	
BURTON W. MARTIN	
10829235	
ADDRESS	
1602 HORTON LN MOUNT VERNON, WA 98273	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 27th 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 November 10, 2000, 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 twelve thousand and 00/100 Dollars (\$ 12,000.00), 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 November 20, 2000 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 twelve thousand and 00/100 dollars (\$12,000.00) is hereby increased to twenty one thousand and 00/100 dollars (\$21,000.00), an increase of nine thousand and 00/100 dollars (\$9,000.00).

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.



BORROWER: BURTON W. MARTIN

Burton W. Martin

BURTON W. MARTIN

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BORROWER:

LENDER:

KeyBank National Association

UNOFFICIAL DOCUMENT



GRANTOR: BURTON W. MARTIN

Burton W. Martin
BURTON W. MARTIN

GRANTOR: HTTA, WAYNE MARTIN

Wayne Martin
HTTA, WAYNE MARTIN

GRANTOR:

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GRANTOR:

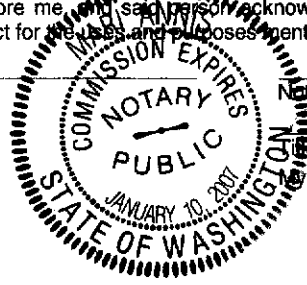


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Skagit County Auditor

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Burton W Martin
471A W Anne Martin
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: 11/27/06



Mary Annis
Notary Public (Print Name)

Notary Public
My appointment expires: 1/20/07

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

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: _____

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: _____

Notary Public (Print Name) _____

Title _____

My appointment expires: _____

(Seal or Stamp)

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) _____

Title _____

My appointment expires: _____

(Seal or Stamp)

ACAPS # 063141531430C; ALS # 473101359789

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EXHIBIT A

THE NORTH 110 FEET (AS MEASURED ALONG THE WEST LINE) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE CLEAR LAKE ROAD WHICH IS 422 FEET EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF A PRIVATE ROAD AS DESCRIBED IN DEED TO IRENE HORTON AND HERBERT HORTON, HER HUSBAND, DATED MAY 28, 1954, RECORDED JUNE 4, 1954, UNDER AUDITOR'S FILE NO. 502348, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH ALONG THE EAST LINE OF SAID HORTON PREMISES A DISTANCE OF 200 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 91 FEET, MORE OR LESS, TO THE CENTERLINE OF A PRIVATE DITCH, AS ESTABLISHED AND LOCATED ON THE GROUND;

THENCE SOUTHERLY ALONG SAID CENTERLINE TO A POINT DUE EAST OF A POINT ON THE EAST LINE OR EAST LINE EXTENDED OF SAID HORTON PREMISES WHICH IS A DISTANCE OF 410 FEET SOUTH OF THE TRUE POINT OF BEGINNING;

THENCE WEST TO THE EAST LINE OR EAST LINE EXTENDED, OF SAID HORTON PREMISES; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 410 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

N 110 FT PTN NE 1/4 SW 1/4 SEC 15 T34N R4E WM

10829235



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Skagit County Auditor

EXHIBIT A
(continued)

Permanent Parcel Number: P24781
WAYNE MARTIN, A SINGLE PERSON

1602 HORTON LANE, MOUNT VERNON WA 98273
Loan Reference Number : 063141531430C
First American Order No: 10829235
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

 MARTIN
10829235

WA

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT



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