



200701050063

Skagit County Auditor

1/5/2007 Page

1 of

8 11:13AM

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): KATIE MARIE KRAMER  
JOEL MARQUARDTWIFE  
HUSBAND

First American Equity Loan Services, Inc.

10710460

GRANTEE ("Lender"): KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
2101 FOURTH AVE SUITE 800 SEATTLE, WA 98121

## ABBREVIATED LEGAL DESCRIPTION:

L49 of Shelter Bay Div 2 tribal allotted Lands of  
(Additional legal description on page 2.) SWINOMISH Indian Rev.  
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P84046  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200606230066

BORROWER	
KATIE M. KRAMER JOEL MARQUARDT	
ADDRESS	
49 SWINOMISH DR LA CONNER, WA 98257	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 8th day of December 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 09, 2006, 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 thirty five thousand and 00/100 Dollars (\$ 35,000.00), 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 23, 2006 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 thirty five thousand and 00/100 dollars (\$35,000.00) is hereby increased to seventy three thousand and 00/100 dollars (\$73,000.00), an increase of thirty eight thousand and 00/100 dollars (\$38,000.00).

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: KATIE MARIE KRAMER

Katie Marie Kramer  
KATIE MARIE KRAMER

GRANTOR: JOEL MARQUARDT

J. Marquardt 12/10/06  
JOEL MARQUARDT

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:



BORROWER: KATIE M. KRAMER

Katie M. Kramer  
KATIE M. KRAMER

BORROWER: JOEL MARQUARDT

J. Marquardt 12/10/06  
JOEL MARQUARDT

BORROWER:

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BORROWER:

LENDER:

KeyBank National Association



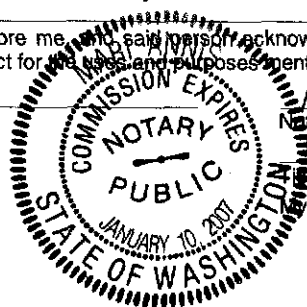
200701050063  
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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Katie M. Kramer

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: 12.13.06



Mari Annis-Mari Annis  
Notary Public (Print Name)

Notary

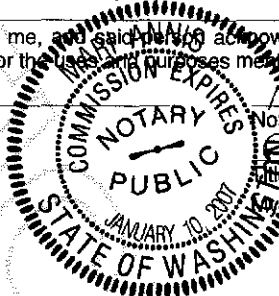
My appointment expires: 1.10.07

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Joel Marguardt

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: 12.13.06



Mari Annis-Mari Annis  
Notary Public (Print Name)

Notary

My appointment expires: 1.10.07

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: \_\_\_\_\_

ACAPS # 062991051400C; ALS # 473102301329

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200701050063  
Skagit County Auditor

1/5/2007 Page

5 of

6 11:13AM

EXHIBIT A

LOT 49, REVISED MAP OF SHELTER BAY DIVISION 2, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATIONS, AS RECORDED MARCH 17, 1970, IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 833 THROUGH 838, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 49 REVISED MAP OF SHELTER BAY DIV 2 TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATIONS VOL 43 PGS 833-838

Permanent Parcel Number: P84046  
JOEL MARQUARDT, A MARRIED MAN AS HIS SEPARATE ESTATE

49 SWINOMISH DRIVE, LA CONNER WA 98257  
Loan Reference Number : 062991051400C  
First American Order No: 10710460  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 KRAMER  
10710460

WA

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT





200701050063  
Skagit County Auditor

1/5/2007 Page

6 of

6 11:13AM