

**AFTER RECORDING RETURN TO:**  
UPF INCORPORATED  
910 W BOONE AVE  
SPOKANE WA 99201  
REF # 1071564



200701220053  
Skagit County Auditor

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## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200501140151 1/14/05

Additional on page \_\_\_\_

Grantor(s):

1. Bogen, Brian K.

Grantee(s)

1. WASHINGTON TRUST BANK

Legal Description: LOTS 9 & 35, PLAT OF MADRONA ESTATES OF STRAWBERRY BAY

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Assessor's Tax Parcel ID#: 3949-000-009-0009 and 3949-000-035-0007

**THIS MODIFICATION OF DEED OF TRUST** dated January 8, 2007, is made and executed between between Brian K. Bogen, as his separate property, whose address is 2834 44th Avenue W., Seattle, WA 98199-2427 ("Grantor") and WASHINGTON TRUST BANK, whose address is WESTERN WASHINGTON DIVISION (3985), TWO UNION SQUARE, SUITE 4747, 601 UNION STREET, SEATTLE, WA 98101-2382 ("Lender").

MODIFICATION OF DEED OF TRUST  
(Continued)

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated January 11, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Document recorded on January 14, 2005 at Recording No. 200501140151, Skagit County records.

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

Lots 9 and 35, PLAT OF MADRONA ESTATES ON STRAWBERRY BAY, Cypress Island, Skagit County, Washington, as per plat recorded in Volume 8 of Plats, page 46, records of Skagit County, Washington.

The Real Property or its address is commonly known as NNA Lots 9 & 35, Strawberry Bay, Cypress Island, WA. The Real Property tax identification number is 3949-000-009-0009 and 3949-000-035-0007.

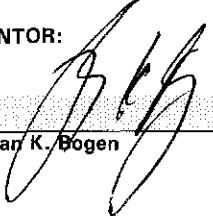
**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The definition of Credit Agreement is amended to increase the credit limit from \$375,000.00 to \$425,000.00 represented by the renewal Credit Agreement dated January 8, 2007.

**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 JANUARY 8, 2007.**

GRANTOR:

X   
Brian K. Bogen

LENDER:

WASHINGTON TRUST BANK

X   
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

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) SS

COUNTY OF Whatcom

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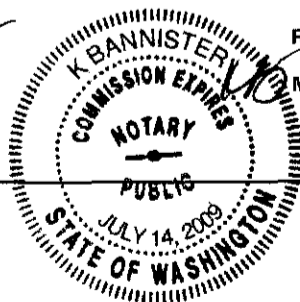
On this day before me, the undersigned Notary Public, personally appeared **Brian K. Bogen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification 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 8th day of January, 2007

By   
Notary Public in and for the State of WA

Residing at Seattle, WA

My commission expires 7-14-09



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MODIFICATION OF DEED OF TRUST  
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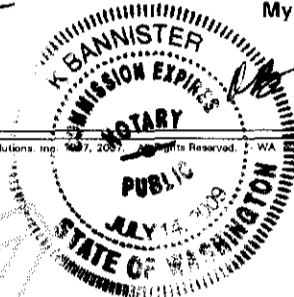
LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF King )

On this 9th day of January, 20 07, before me, the undersigned Notary Public, personally appeared Scott Witter and personally known to me or proved to me on the basis of satisfactory evidence to be the President, 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 K Bannister  
Notary Public in and for the State of WA

Residing at Seattle WA  
My commission expires 7.14.09



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