

RETURN ADDRESS:

Horizon Bank
Doc Ctr % Melissa Gaines
2211 Rimland Drive Suite
230
Bellingham, WA 98226



200704300109
Skagit County Auditor

4/30/2007 Page 1 of 3 11:22AM

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200202130267

Additional on page _____

Grantor(s):

- 1. Perkes, Alan N.

FIRST AMERICAN TITLE CO.

Grantee(s)

- 1. Horizon Bank

68023
ACCOMMODATION RECORDING ONLY

Legal Description: Lot 222, "SHELTER BAY DIVISION 2"

Additional on page 2

Assessor's Tax Parcel ID#: 5100-002-222-0000(P6467)

THIS MODIFICATION OF DEED OF TRUST dated April 27, 2007, is made and executed between between Alan N. Perkes, as his separate estate ("Grantor") and Horizon Bank, whose address is Cornwall Office, 1500 Cornwall/PO Box 580, Bellingham, WA 98227-0580 ("Lender").

UNOFFICIAL DOCUMENT

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1050000765

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 12, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Whatcom County Recording Number 200202130267 Dated February 13, 2002.

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

A Leasehold interest in the following described property:

Lot 222, "REVISED MAP OF SURVEY OF SHELTER BAY DIVISION NO. 2, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, Page 833, records of Skagit County Washington.

Situate in Skagit County, Washington.

The Real Property or its address is commonly known as 222 Skagit Way , LaConner, WA 98257. The Real Property tax identification number is 5100-002-222-0000(P6467).

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

The maturity date of March 1, 2007 referenced in above described Deed of Trust is hereby deleted in its entirety without substitution. The period of this Deed of Trust shall continue uninterrupted until re-conveyed by Lender to Grantor. Amend to redefine Borrower to only be Alan N. Perkes.

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 endorsers 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 APRIL 27, 2007.

GRANTOR:

x Alan N. Perkes
Alan N. Perkes

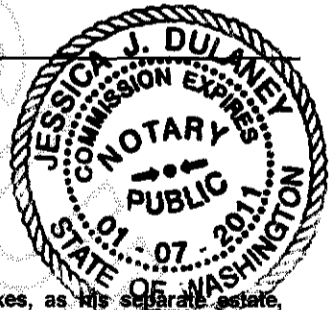
LENDER:

HORIZON BANK

x Michael E. Hogg
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this day before me, the undersigned Notary Public, personally appeared Alan N. Perkes, as his separate estate, 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 27th day of April, 2007

By Jessica J. Dulaney
Notary Public in and for the State of Washington

Residing at Mant Cernan
My commission expires 1/07/2011



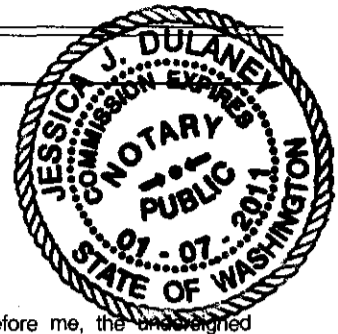
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1050000765

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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this 27th day of April, 2007, before me, the undersigned Notary Public, personally appeared ~~Harold~~ Michael Higgins and personally known to me or proved to me on the basis of satisfactory evidence to be the vice 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 Jessica J. Dulaney
Notary Public In and for the State of Washington

Residing at Mant Veron
My commission expires 1/07/2011

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Skagit County Auditor