



200706150054  
Skagit County Auditor

6/15/2007 Page 1 of 6 10:52AM

When Recorded Return to:  
KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715  
(360) 336-3161

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

GRANTOR(S): SHAWN DEVRIES

UNMARRIED

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:  
LT 4 PLAT OF ALGER VALLEY ACRES RECORDED MAY 7, 2001  
AUDITOR'S #200105070084  
(Additional legal description on page 2.)  
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P118070  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200703140036

BORROWER	
SHAWN DEVRIES	
ADDRESS	
18942 DAISY LN BURLINGTON, WA 98233	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 25th day of May 2007, is executed by and between the parties identified above and KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144

("Lender").

A. On February 28, 2007, 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 ten thousand and 00/100 Dollars (\$ 10,000.00), 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 March 14, 2007 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 ten thousand and 00/100 dollars (\$10,000.00) is hereby increased to forty thousand and 00/100 dollars (\$40,000.00), an increase of thirty thousand and 00/100 dollars (\$30,000.00).

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: SHAWN DEVRIES



SHAWN DEVRIES

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_

GRANTOR:

\_\_\_\_\_



200706150054

Skagit County Auditor

BORROWER: SHAWN DEVRIES

Shawn Devries  
SHAWN DEVRIES

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association



State of Washington  
County of

I certify that I know or have satisfactory evidence that

Shawn Devries

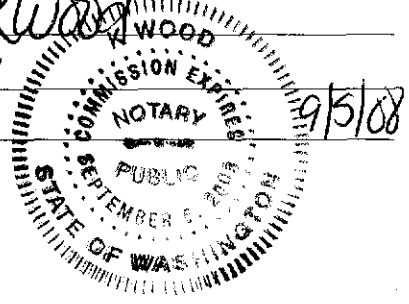
is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

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 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 # 071381327510C; ALS # 473102365716

LPWA581E © John H. Harland Co. (12/08/98) (800) 937-3799



200706150054  
Skagit County Auditor

6/15/2007 Page 5 of 6 10:52AM

ADDENDUM A

Borrower Name: DEVRIES, SHAWN

Customer Number: 071381327510C

Loan Number: 473102365716

ALL THAT PARCEL OF LAND IN CITY OF , SKAGIT COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC # 200301300153, ID# P118070, BEING KNOWN AND DESIGNATED AS THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 4 PLAT OF ALGER VALLEY ACRES AS PER PLAT RECORDED MAY 7, 2001 UNDER AUDITOR'S FILE NO. 200105070084, RECORDS OF SKAGIT COUNTY, WASHINGTON. PARCEL B: AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES IN SECTIONS 29 AND 30, TOWNSHIP 36NORTH, RANGE 4 EAST, W.M., BEING 60 FEET IN WIDTH, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 86 19'27" WEST ALONG THE SOUTH LINE OF THE NE QUARTER OF SAID SECTION 30, A DISTANCE OF 901.68 FEET TO THE EASTERLY RIGHT OF WAY MARGIN ON FRIDAY CREEK ROAD (BEING 30 FEET EASTERLY OF CENTERLINE OF RIGHT OF WAY); THENCE NORTH 3 57'38" WEST ALONG SAID EASTERLY RIGHT OF WAY MARGIN A DISTANCE OF 30.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86 19'27" EAST A DISTANCE OF 184.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEING NORTH 3 40'33" EAST A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 224.24 FEET THROUGH A CENTRAL ANGLE OF 64 14'23"; THENCE NORTH 29 26'10" EAST A DISTANCE OF 231.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS POINT BEARING SOUTH 60 33'50" EAST A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 71.56 FEET THROUGH A CENTRAL ANGLE OF 20 30'01"; THENCE NORTH 49 56'11" EAST A DISTANCE OF 798.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS POINT BEARING SOUTH 40 03'49" EAST A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 25.88 FEET; THENCE NORTH 57 20'57" EAST A DISTANCE OF 531.00 FEET TO THE TERMINUS OF SAID CENTERLINE DESCRIPTION HEREIN REFERRED TO AS REFERENCE POINT A AND TOGETHER WITH A 90.00 FOOT DIAMETER CUL DE SAC HAVING A RADIUS POINT LYING SOUTH 32 39'03" EAST AT A DISTANCE OF 15.00 FEET FROM THE ABOVE DESCRIBED REFERENCE POINT A. (DELINEATED ON PLAT OF ALGER VALLEY ACRES AS TRACT A CORPORATE ROAD). ABBREV; LT 4 PLAT OF ALGER VALLEY ACRES RECORDED MAY 7, 2001 AUDITOR'S #200105070084



200706150054  
Skagit County Auditor

6/15/2007 Page 6 of 6 10:52AM