



200706150074  
Skagit County Auditor

6/15/2007 Page

1 of

3 12:00PM

**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264

LAND TITLE OF SKAGIT COUNTY

126032-045

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200204090187

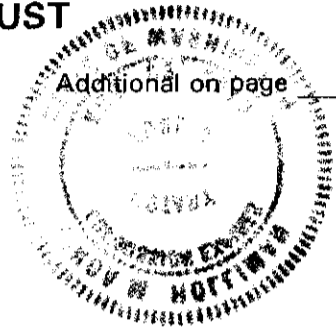
Grantor(s):

- 1. JOHNSON, ELDON L
- 2. JOHNSON, DAPHNE E

Grantee(s)

- 1. PEOPLES BANK

Legal Description: Lot 5, Stittwood Div. 1



Additional on page \_\_\_\_\_

Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 4343-000-005-0003 P79588

**THIS MODIFICATION OF DEED OF TRUST dated June 12, 2007, is made and executed between ELDON L JOHNSON and DAPHNE E JOHNSON, who also appear of record as ELDON JOHNSON and DAPHNE JOHNSON, husband and wife, whose address is 3911 Mallard Point, Anacortes, WA 98221 ("Grantor") and PEOPLES BANK, whose address is ANACORTES OFFICE, PHONE: (360) 588-0153, 911 11th STREET, ANACORTES, WA 98221 ("Lender").**

UNRECORDED DOCUMENT

MODIFICATION OF DEED OF TRUST

(Continued)

Loan No: 5715523-1

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 5, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED APRIL 5, 2002 AND RECORDED APRIL 9, 2002 UNDER AUDITOR'S FILE NO. 20020409187 RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Lot 5, "PLAT OF STITTWOOD DIV. NO. 1," as per plat recorded in Volume 11 of Plats, page 47, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington  
The Real Property or its address is commonly known as 3911 Mallard Point, Anacortes, WA 98221. The Real Property tax identification number is 4343-000-005-0003 P79588.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATE JUNE 12, 2007 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT

CHANGE THE PRINCIPAL AMOUNT FROM \$50,000.00 TO \$125,000.00.

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:

*Eldon L Johnson*  
ELDON L JOHNSON

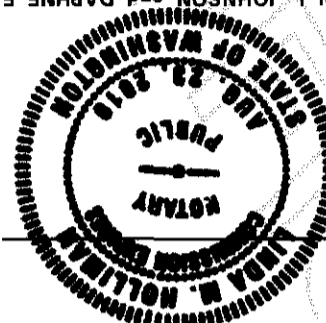
*Daphne E Johnson*  
DAPHNE E JOHNSON

LENDER:

PEOPLES BANK

*Maria M. Johnson*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT



STATE OF Washington )  
COUNTY OF Skagit )  
) SS )  
) )

On this day before me, the undersigned Notary Public, personally appeared ELDON L JOHNSON and DAPHNE E JOHNSON, personally known to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of June 2007  
Residing at LaConner  
My commission expires 8-23-2010

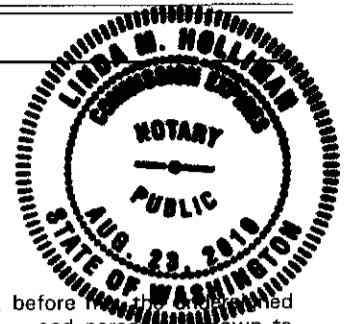
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5715523-1

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LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 12<sup>th</sup> day of June, 2007, before me, the undersigned Notary Public, personally appeared Madeline Roosen Cook and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, 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 Linda M Holliman  
Notary Public in and for the State of WA

Residing at Lalorner  
My commission expires 8-23-2010



200706150074  
Skagit County Auditor