

9/21/2007 Page

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3 12:57PM

**RETURN ADDRESS:** 

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

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200611060139

Additional on page \_\_\_\_

Grantor(s):

1. Larkin, Marion J.

Grantee(s)

1. Horizon Bank

Legal Description: Section 29, Township 33, Range 4, Ptn. N 1/2-NE 1/4

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Assessor's Tax Parcel ID#: 330429-1-002-0200 (P115737)

THIS MODIFICATION OF DEED OF TRUST dated September 20, 2007, is made and executed between Marion J. Larkin, an unmarried individual, as his separate estate ("Grantor") and Horizon Bank, whose address is Cornwall Office, 1500 Cornwall/PO Box 580, Bellingham, WA 98227-0580 ("Lender").

## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 5000001702

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated November 3, 2006 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Skagit County Recording Number 200611060139 Dated November 6, 2006.

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

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 33 North, Range 4 East of W. M., EXCEPT the North 60 feet thereof AND EXCEPT that portion of the West 813.25 feet of said property lying North of the South 150 feet thereof.

TOGETHER WITH Lot 1 as delineated on Short Plat 97-0041 as recorded on August 31, 1999 under Auditor's File No. 199908130025.

Situate in Skagit County, Washington.

The Real Property or its address is commonly known as 19737 Trophy Lane, Mount Vernon, WA 98274. The Real Property tax identification number is 330429-1-002-0200 (P115737).

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

The maturity date of August 1, 2037 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.

**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 SEPTEMBER 20, 2007.

Marign J. Larkin		EMEY W. O.
LENDER:		A SES
HORIZON BANK  X  Authorized Officer	_ \	MASHINITES
INDIVIDUAL AC	KNOWLEDGME	NT 3
STATE OF WA	)	
COUNTY OF Whatcom	) SS )	A Company of the Comp
On this day before me, the undersigned Notary Public, persproved to me on the basis of satisfactory evidence to be the Deed of Trust, and acknowledged that he or she signed the Nouses and purposes therein mentioned.	e individual described in Aodification as his or her f	and who executed the Modification of ree and voluntary act and deed, for the
Given under my hand and official seal this	day of	september 2007
By Talone Water	Resid	ing at Bellinghow A
Notary Public in and for the State of	му со	mmission expires <u>02/19/10</u>

## MODIFICATION OF DEED OF TRUST (Continued)

(Continued) Page 3

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LENDER ACKNOWLEDGMENT			
STATE OF Washington	A MINISTER TO THE PARTY OF THE		
	) ss		
COUNTY OF WATER	) [2] OBIO / 1		
golf Entre by	9-08 0 5		
On this day of Miles Williams	, 20 <u>VI</u> before me the undersigned		
or proved to me on the basis of satisfactory evidence to be the	On Office agent for		
act and deed of the said Lender, duly authorized by the Lender through purposes therein mentioned, and on oath stated that he or she is authorized.	h its board of directors or otherwise, for the uses and		
affixed is the corporate seal of said Lender.	an and an		
By Allin Straja Calle	Residing at BUINGD My Commission expires Ob NO 100		
Notary Public in and for the State of WH	My commission expires 06/01/06		

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