

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



200711010082
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

127648-05

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200309260215

Grantor(s):

1. FRANK, RICHARD
2. FRANK, JOANNE

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 2, Thunderbird.

Additional on page _____

Assessor's Tax Parcel ID#: 3762-000-002-0000 P54467

THIS MODIFICATION OF DEED OF TRUST dated November 1, 2007, is made and executed between RICHARD FRANK and JOANNE FRANK, HUSBAND AND WIFE, WHOSE ADDRESS IS 3010 COMANCHE DRIVE, MOUNT VERNON, WA 98273 ("Grantor") and PEOPLES BANK, whose address is EAST MOUNT VERNON OFFICE, PHONE: (360) 848-1833, 2601 EAST DIVISION STREET, MOUNT VERNON, WA 98273 ("Lender").



UNRECORDED DOCUMENT

MODIFICATION OF DEED OF TRUST

Loan No: 5715731-1

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 25, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED SEPTEMBER 25, 2003 AND RECORDED SEPTEMBER 26, 2003 UNDER AUDITOR'S FILE NO. 200309260215 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 2, "THUNDERBIRD," as per plat recorded in Volume 9 of Plats, pages 34 and 35, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

The Real Property or its address is commonly known as 3010 Comanche Drive, Mount Vernon, WA 98273. The Real Property tax identification number is 3762-000-002-000 P54467.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATE NOVEMBER 1, 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 \$49,000.00 TO \$120,000.00.

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 endorses 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 acknowledged 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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 1, 2007.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND

GRANTOR:

X Richard Frank RICHARD FRANK

X Joanne Frank JOANNE FRANK

LENDER:

PEOPLES BANK

X _____ Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA

COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared RICHARD FRANK and JOANNE FRANK, personally known to me or proved 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 1 day of Nov, 2007

By Notary Public Notary Public in and for the State of WA
Residing at Skagit
My commission expires 1/27/2010



**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 5715731-1

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____ 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 _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

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Skagit County Auditor