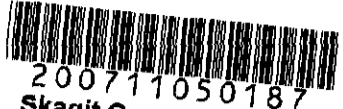


**RETURN ADDRESS:**  
BANK OF THE PACIFIC  
BELLINGHAM  
COMMERCIAL REAL  
ESTATE  
100 GRAND AVE.  
BELLINGHAM, WA 98225



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CHICAGO TITLE COMPANY  
IC36131-SM

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### MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200509020001

Additional on page \_\_\_\_

Grantor(s):

1. DAVIDSON, GUY
2. DAVIDSON, SANDRA

Grantee(s)

1. BANK OF THE PACIFIC

Legal Description: LOT 18 AND PTN. LOT 19, PLAT OF THE POINTE DIVISION NO. 2

Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: 4497-000-018-0002

THIS MODIFICATION OF DEED OF TRUST dated September 27, 2007, is made and executed between GUY DAVIDSON and SANDRA DAVIDSON, whose address is 4191 ISLANDER WAY, ANACORTES, WA 98221 ("Grantor") and BANK OF THE PACIFIC, whose address is BELLINGHAM COMMERCIAL REAL ESTATE, 100 GRAND AVE., BELLINGHAM, WA 98225 ("Lender").

### ACCOMMODATION RECORDING

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

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

Loan No: 1060039714

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated August 26, 2005 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**Deed of Trust recorded August 26, 2005 in the original amount of \$100,000.00.**

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

See EXHIBIT 'A', which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4191 ISLANDER WAY, ANACORTES, WA 98221. The Real Property tax identification number is 4497-000-018-0002.

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

**Modification is to extend the maturity date to 08/26/2012 and to change loan to a Non-revolving line of credit.**

**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 27, 2007.**

**GRANTOR:**

X *Guy Davidson*  
GUY DAVIDSON

X *Sandra Davidson*  
SANDRA DAVIDSON

**LENDER:**

**BANK OF THE PACIFIC**

X *[Signature]*  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

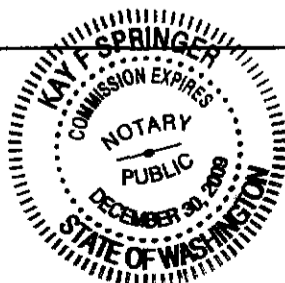
STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this day before me, the undersigned Notary Public, personally appeared GUY DAVIDSON and SANDRA DAVIDSON, 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 12 day of October, 2007

By *Kay F. Springer*  
Notary Public in and for the State of Washington

Residing at Anacortes  
My commission expires 12-30-09



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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 1060039714

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DONNA L. OLNEY  
NOTARY PUBLIC

LENDER ACKNOWLEDGMENT STATE OF WASHINGTON

My Commission Expires May 16, 2011

STATE OF WASHINGTON

) SS

COUNTY OF WHATCOM

On this 31<sup>ST</sup> day of OCTOBER, 20 07, before me, the undersigned Notary Public, personally appeared BOB YOST and personally known to me or proved to me on the basis of satisfactory evidence to be the SENIOR 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 Donna Olney  
Notary Public in and for the State of WA

Residing at BELLINGHAM  
My commission expires 5-16-11



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**EXHIBIT "A"**

Lot 18, PLAT OF THE POINTE DIVISION NO. 2, according to the plat thereof recorded in Volume 14 of Plats, pages 50 and 51, records of Skagit County, Washington;

TOGETHER WITH that portion of Lot 19 described as follows:

Beginning at the Northwest corner of said Lot 19;  
Thence South 34°42'05" East along the North line of said Lot 19 a distance of 139.47 feet to the Northeast corner of said Lot 19;  
Thence North 42°47'54" West a distance of 134.32 feet to the West line of said Lot 19;  
Thence North 36°22'29" East a distance of 20.00 feet to the point of beginning;

EXCEPT that portion of Lot 18 and Lot 19 as shown PLAT OF THE POINTE DIVISION NO. 2, recorded in Volume 14 of Plats, at pages 50 and 51, records of Skagit County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Lot 18 of the PLAT OF THE POINTE DIVISION NO. 2, being common with the Northwest corner of Lot 19 of said plat;  
Thence South 36°22'29" West along the Northwesterly line of said Lot 19 a distance of 20.00 feet to the true point of beginning;  
Thence South 42°47'54" East a distance of 134.32 feet to the Northeast corner of said Lot 19;  
Thence South 35°02'49" West along the East line of said Lot 19 a distance of 76.00 feet to the Southeast corner of said Lot 19;  
Thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 34°14'37" West a distance of 525 feet through a central angle of 1°31'42" along the Southerly line of said Lot 18 for an arc distance of 14.00 feet;  
Thence North 29°02'06" East a distance of 80.44 feet;  
Thence North 44°53'56" West a distance of 32.16 feet to an intersection with the North line of said Lot 19;  
Thence continuing North 44°53'56" West a distance of 106.86 feet to the true point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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Skagit County Auditor

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