

RETURN ADDRESS:

State Bank Northwest
Real Estate Department
827 W. First Ave. #425
Spokane, WA 99201



200801090096
Skagit County Auditor

1/9/2008 Page

1 of

4 3:31PM

LAND TITLE OF SKAGIT COUNTY

119225-P1

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200512140129

Additional on page _____

Grantor(s):

1. Maricich, Micheal
2. Maricich, Christine

Grantee(s)

1. State Bank Northwest

Legal Description: Lt 76, First Add. Big Lake Water Front Tracts & Pnt GL 2,1-22-4 EWM

Additional on page 4

Assessor's Tax Parcel ID#: 3863-000-076-0009 & 33041-0-002-0100

THIS MODIFICATION OF DEED OF TRUST dated December 21, 2007, is made and executed between Micheal Maricich and Christine Maricich; husband and wife ("Grantor") and State Bank Northwest, whose address is Real Estate Department, 827 W. First Ave. #425, Spokane, WA 99201 ("Lender").

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 8, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded December 14, 2005 as Skagit County Auditor's recording #200512140129.

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 18653 W Big Lake Blvd., Mount Vernon, WA 98274. The Real Property tax identification number is 3863-000-076-0009 & 33041-0-002-0100.

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

The word Note means the Promissory note dated December 21, 2007, in the original principal amount of \$69,817.90 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Delete the revolving line of credit feature.

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 endorser 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 DECEMBER 21, 2007.

GRANTOR:

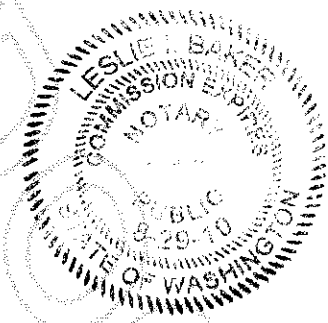
x *Michael Maricich*
Michael Maricich

x *Christine Maricich*
Christine Maricich

LENDER:

STATE BANK NORTHWEST

x *[Signature]*
Authorized Officer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this day before me, the undersigned Notary Public, personally appeared **Michael Maricich and Christine Maricich, husband and wife**, 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 31ST day of DECEMBER, 2007

By *Leslie A. Baker*

Residing at SPOKANE

Notary Public in and for the State of WA

My commission expires 8/29/10



200801090096
Skagit County Auditor

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

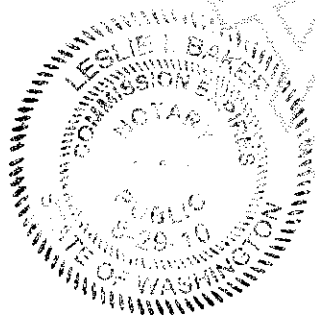
LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this 31st day of DECEMBER, 20 07, before me, the undersigned Notary Public, personally appeared JEFFREY S. VERBLE and personally known to me or proved to me on the basis of satisfactory evidence to be the VICE PRESIDENT, authorized agent for **State Bank Northwest** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Bank Northwest**, duly authorized by **State Bank Northwest** 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 in fact executed this said instrument on behalf of **State Bank Northwest**.

By Leslie L Baker Residing at SPOKANE
Notary Public in and for the State of WA My commission expires 8/29/10

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved.
WA L:\CFILPL\G202.FC TR-3329 PR-3



200801090096
Skagit County Auditor

EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the Modification of Deed of Trust, dated December 21, 2007, and executed in connection with a loan or other financial accommodations between STATE BANK NORTHWEST and Double Diamond Properties, LLC.

PARCEL "A":

Lot 76, "FIRST ADDITION BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated May 31, 1947 and recorded June 2, 1947, under Auditor's File No. 405131.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 2, Section 1, Township 33 North, Range 4 East, W.M., that lies Southwesterly of the "FIRST ADDITION BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of Lot 76 of said plat;
thence South 39°05'35" East, along the Southwesterly line of said plat, a distance of 300.00 feet to the Southeast corner of Lot 78 of said plat;
thence South 44°42'50" West, parallel with the Northerly line of said Lot 76, a distance of 123.98 feet;
thence Northwesterly, along a curve to the left, which center to said curve bears South 64°33'36" West, having a radius of 254.47 feet, an arc distance of 87.42 feet;
thence North 45°07'32" West, a distance of 102.57 feet;
thence Northwesterly along a curve to the right, having a radius of 554.60 feet, an arc distance of 112.55 feet to the Southwesterly extension of the Northerly line of said Lot 76;
thence North 44°42'50" East, along said extension, to the point of beginning.

Situate in the County of Skagit, State of Washington.

THIS EXHIBIT "A" IS EXECUTED ON DECEMBER 21, 2007.

GRANTOR:

x 
Michael Maricich

x 
Christine Maricich

LENDER:

STATE BANK NORTHWEST

x 
Authorized Officer



200801090096
Skagit County Auditor