

RETURN ADDRESS:

Frontier Bank
Arlington
525 North Olympic Avenue
P.O. Box 278
Arlington, WA 98223



200803030133
Skagit County Auditor

3/3/2008 Page 1 of 4 12:15PM

LAND TITLE OF SKAGIT COUNTY

128814.5

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): ARLI XX-7370 RECORDING NO. 200710050055 Additional on page ____

Grantor(s):

1. HERDSON, CALLUM J.M.
2. ROBERTSON, TRACY S.

200710050055

Grantee(s)

1. Frontier Bank

Legal Description: PTN GL 7, 36-34-4 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 340436-0-013-0009

THIS MODIFICATION OF DEED OF TRUST dated February 22, 2008, is made and executed between CALLUM J.M. HERDSON and TRACY S. ROBERTSON, as husband and wife, whose address is 17490 STATE ROUTE 9, MOUNT VERNON, WA 98273 ("Grantor") and Frontier Bank, whose address is Arlington, 525 North Olympic Avenue, P.O. Box 278, Arlington, WA 98223 ("Lender").

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 3, 2007 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED ON OCTOBER 05, 2007 BY LAND TITLE COMPANY OF SKAGIT COUNTY, STATE OF WASHINGTON, UNDER AUDITOR'S FILE NO. 200710050055.

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

See SCHEDULE A-1, 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 17490 STATE ROUTE 9, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340436-0-013-0009.

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

THIS REPRESENTS AN INCREASE OF \$45,000.00 FOR A NEW TOTAL OF \$145,000.00.

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 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 FEBRUARY 22, 2008.

GRANTOR:

X

CALLUM J.M. HERDSON

X

TRACY S. ROBERTSON

LENDER:

FRONTIER BANK

X

Authorized Officer

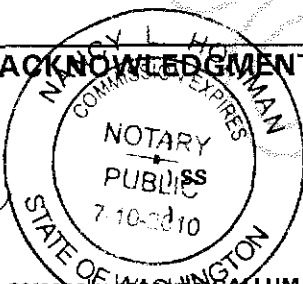
INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

Snohomish



On this day before me, the undersigned Notary Public, personally appeared **CALLUM J.M. HERDSON and TRACY S. ROBERTSON**, 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 29th day of February, 2008

By

Notary Public in and for the State of WA

Residing at

My commission expires



200803030133
Skagit County Auditor

3/3/2008 Page

2 of

4 12:15PM

MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF

Washington

COUNTY OF

Snohomish

On this

29th

day of

February

2008

, before me, the undersigned Notary Public, personally appeared Sharon M. [unclear] and personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President, authorized agent for **Frontier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Frontier Bank**, duly authorized by **Frontier Bank** 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 **Frontier Bank**.

By

[Signature]

Residing at

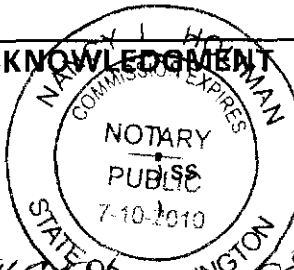
Arlington

Notary Public in and for the State of

WA

My commission expires

7-10-2008



Schedule "A-1"

128814-SS

DESCRIPTION:

PARCEL "A":

That portion of Government Lot 7 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Westerly boundary line of the right of way of the Northern Pacific Railway Co., a distance of 150 feet South of the North line of said Lot 7;
thence West parallel with the North line of said Lot 7 to Big Lake;
thence Southerly following the shore of Big Lake to a point 250 feet South of the North line of said Lot 7;
thence East parallel with said lot line to the said railway right of way;
thence Northerly, following said right of way line to the point of beginning.

TOGETHER WITH a right of way or easement upon, over and across 30 feet of land adjacent to the Westerly right of way line of said railway from the North line of said Tract to the North line of said Lot 7, as a means of ingress and egress to said main tract.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the 100 foot wide railroad right-of-way known as the Northern Pacific Railroad, in the Southeast $\frac{1}{4}$ of Section 36, Township 34 North, Range 4 East, W.M., lying between the Easterly extensions of both the North and South lines of that certain tract conveyed to Lloyd G. Smaby, et ux, by deed recorded January 1, 1966, under Auditor's File No. 678025;

EXCEPT that portion thereof, if any, lying within the existing, as-built right-of-way of State Highway 9.

Situate in the County of Skagit, State of Washington.



200803030133
Skagit County Auditor

3/3/2008 Page

4 of

4 12:15PM