

**RETURN ADDRESS:**

Umpqua Bank  
PO BOX 1580  
Roseburg, OR 97470



200805060071  
Skagit County Auditor

5/6/2008 Page 1 of 5 1:45PM

GUARDIAN NORTHWEST TITLE CO.

A92845-1

ACCOMMODATION RECORDING ONLY

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 68806231

Additional on page \_\_\_\_

Grantor(s):

1. Jeter, Russell D., Trustee of R. Jeter Family Trust Dated January 29, 1999

Grantee(s)

1. Umpqua Bank

200711260102

Legal Description: Section 7, Township 34, Range 2; Ptn. Gov. Lot 3 (aka Lot 4, Short Plat No. PL-02-0519)

Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: 340207-0-003-0200 & 340207-0-023-0004

**THIS MODIFICATION OF DEED OF TRUST dated May 1, 2008, is made and executed between Russell D. Jeter, Trustee of the R. Jeter Family Trust, dated January 29, 1999, whose address is 1004 Commercial Ave #1112, Anacortes, WA 98221 ("Grantor") and Umpqua Bank, whose address is Yuba City Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").**

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

Loan No: 68806231

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated November 16, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded November 26, 2007 as Instrument No. 200711260102 in the Official Records of Skagit County, Washington. The Current Loan Obligation may have been previously modified, and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

**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 6010 Campbell Lake Road, Anacortes, WA 98221. The Real Property tax identification number is 340207-0-003-0200 & 340207-0-023-0004.

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

Increase maximum lien amount to \$1,500,000.00.

**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 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.

**ATTORNEY FEES AND EXPENSES.** The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

**WAIVE JURY.** All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

**APPRAISAL.** If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

**VENUE.** The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Washington. If there is a lawsuit relating to this Agreement, the undersigned agrees, at Lender's request, to submit to the jurisdiction of the courts of Clark County, Washington, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against Lender's collateral, if the law requires that such a suit be brought in another jurisdiction, (e.g. foreclosure of a trust deed in the county in which the property is located). As used in this paragraph, the term "Agreement" means the promissory note, guaranty,



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MODIFICATION OF DEED OF TRUST  
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security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

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 MAY 1, 2008.

GRANTOR:

X Russell D. Jeter  
Russell D. Jeter, Trustee of R. Jeter Family Trust Dated January 29, 1999 under the provisions of a Trust Agreement dated January 29, 1999

LENDER:

UMPQUA BANK

X Paula Bryant  
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

On this 2<sup>nd</sup> day of MAY, 2008, before me, the undersigned Notary Public, personally appeared Russell D. Jeter, Trustee of R. Jeter Family Trust Dated January 29, 1999, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized trustee or agent of the trust that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Linda Ward  
Notary Public in and for the State of KS

Residing at Wichita, KS  
My commission expires 2-12-2011



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MODIFICATION OF DEED OF TRUST  
(Continued)

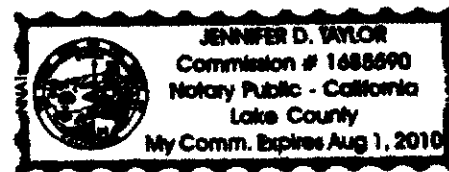
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LENDER ACKNOWLEDGMENT

STATE OF California

COUNTY OF Lake



On this 5<sup>th</sup> day of May, 20 08, before me, the undersigned Notary Public, personally appeared Paula Bryant and personally known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President authorized agent for Umpqua Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by Umpqua 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 Umpqua Bank.

By [Signature]  
Notary Public in and for the State of CA

Residing at Lakeport, CA  
My commission expires 8/01/10

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EXHIBIT "A"

**Legal description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 4, Short Plat No. PL-02-0519, approved May 2, 2003, recorded May 5, 2003 under Auditor's File No. 200305050221, being a portion of Government Lot 3, Section 7, Township 34 North, Range 2 East, W.M.

TOGETHER WITH shorelands of the Second Class as conveyed by the State of Washington, situate in front of, adjacent to and abutting upon said tract. EXCEPT mineral rights reserved by the State of Washington in deed dated October 13, 1909 and recorded November 1, 1909 under Auditor's File No. 76141.



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