

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



200805060090  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

129375-05

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200301140139 Additional on page \_\_\_\_\_

Grantor(s):  
1. NILSON, MORRIS R  
2. NILSON, CHERYL L

Grantee(s)  
1. PEOPLES BANK

Legal Description: PTN NE 1/4 OF SW 1/4, 13-34-4 E W.M. Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 340413-3-014-0009

THIS MODIFICATION OF DEED OF TRUST dated May 2, 2008, is made and executed between MORRIS R NILSON AND CHERYL L NILSON, husband and wife, whose address is 23145 GUNDERSON ROAD, MOUNT VERNON, WA 98273 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

**MODIFICATION OF DEED OF TRUST**

Loan No: 5714708-1

(Continued)

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated January 9, 2003 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**A DEED OF TRUST DATED JANUARY 9, 2003 AND RECORDED JANUARY 14, 2003 UNDER AUDITOR'S FILE NO. 200301140139 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:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 34 North, Range 4 East, W.M., EXCEPT the Gunderson County Road running along the West line thereof and as conveyed by documents recorded October 22, 1921 and July 10, 1975, under Auditor's File Nos. 152530 and 820384, records of Skagit County, Washington, AND ALSO EXCEPT right of way for Drainage District No. 21 as condemned in the Superior Court for Skagit County, AND ALSO EXCEPT that portion thereof lying within the "Old Ole Gunderson Road", a/k/a C. D. Green Road running in an East-West direction as conveyed to Skagit County by Deed recorded October 22, 1921, under Auditor's File No. 152530.

TOGETHER WITH that portion of the North 1/2 of the vacated "Old Ole Gunderson Road," a/k/a C. D. Green Road, described as follows:

A strip of land 50 feet in width, the centerline of which is described as follows:  
Beginning at the intersection of the Old Ole Gunderson Road with the new Gunderson County road running along the West line of the above described main tract, said point being on the centerline of said Northeast 1/4 of the Southwest 1/4 of said Section 13, Township 34 North, Range 4 East, W.M.; thence East along East-West centerline a distance of 1,108.3 feet to the point of curvature of a 35 degree curve to the right; thence along the line of said 35 degree curve to the right a distance of 135.8 feet; thence South 42 degrees 36' East to the North and South centerline of said Section 13.

Situate in the County of Skagit, State of Washington.  
The Real Property or its address is commonly known as 23145 GUNDERSON ROAD, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340413-3-014-0009.

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

**THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED MAY 2, 2008 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 \$40,000 TO \$200,000.00.**  
**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 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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 2, 2008.**

GRANTOR:

X MORRIS R NILSON

X CHERYL L NILSON

PEOPLES BANK

LENDER:

X Authorized Officer

*Meredith C. Caldwell*



UNRECORDED

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5714708-1

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this day before me, the undersigned Notary Public, personally appeared MORRIS R. NILSON and CHERYL L. NILSON, 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 2nd day of May, 20 08

By Melody Heidebrecht Residing at 11111 Venner  
Notary Public in and for the State of wa My commission expires 11-30-11

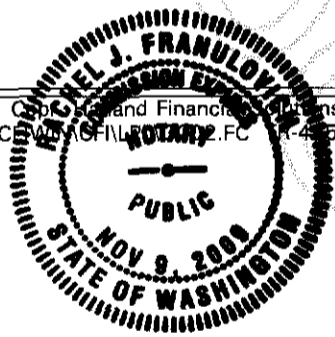
LENDER ACKNOWLEDGMENT

STATE OF wa )  
 ) SS  
COUNTY OF Skagit )

On this 2nd day of May, 20 08, before me, the undersigned Notary Public, personally appeared Melody Heidebrecht and personally known to me or proved to me on the basis of satisfactory evidence to be the lender, authorized agent for **PEOPLES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PEOPLES BANK**, duly authorized by **PEOPLES 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 **PEOPLES BANK**.

By Rachon Janneren Residing at Anchor  
Notary Public in and for the State of wa My commission expires 11-9-09

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Skagit County Auditor

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