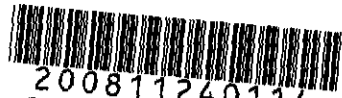


**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264



200811240114  
Skagit County Auditor

11/24/2008 Page

1 of

3 12:43PM

LAND TITLE OF SKAGIT COUNTY

131524-05

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200109060116

Additional on page \_\_\_\_\_

Grantor(s):

1. GUSA, WILLIAM R
2. GUSA, DIANE L

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 10, Replat Of Lots 9 & 10, Stockfleth's Skyridge

Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 4201-000-010-0007

THIS MODIFICATION OF DEED OF TRUST dated November 21, 2008, is made and executed between WILLIAM R. GUSA and DIANE L. GUSA, husband and wife, whose address is 17382 OLYMPIC PLACE, MOUNT VERNON, WA 98274 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

DOCUMENT

MODIFICATION OF DEED OF TRUST

Loan No: 5715118-1

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 31, 2001 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED AUGUST 31, 2001 AND RECORDED SEPTEMBER 6, 2001 UNDER AUDITOR'S FILE NO. 200807250055, 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:

Lot 10, "REPLAT OF LOTS 9 & 10 IN THE ASSESSOR'S REPLAT OF STOCKFLETH'S SKYRIDGE," as per plat recorded in Volume 10 of Plats, page 34, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington  
The Real Property or its address is commonly known as 17382 OLYMPIC PLACE, MOUNT VERNON, WA 98274. The Real Property tax identification number is 4201-000-010-0007.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED NOVEMBER 21, 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 \$50,000.00 TO \$95,000.00

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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 21, 2008.

GRANTOR:

X *William R Gusa*  
WILLIAM R GUSA

X *Diane L Gusa*  
DIANE L GUSA

LENDER:

PEOPLES BANK

X *Meredith A. Heald*  
Meredith A. Heald  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

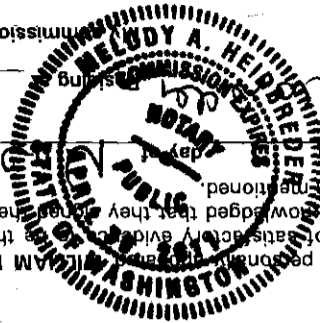
STATE OF

Wash.

COUNTY OF

Skagit

On this day before me, the undersigned Notary Public, personally known to me on the basis of satisfactory evidence, the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they executed 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 21st day of November 2008.



Notary Public in and for the State of Wash

By *Meredith A. Heald*  
Meredith A. Heald

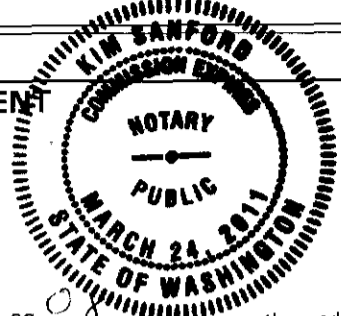
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5715118-1

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Wash )  
 ) SS  
COUNTY OF Skagit )



On this 21<sup>st</sup> day of Nov, 2008, before me, the undersigned Notary Public, personally appeared Meredy A. Heiden 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 Kim Sanford Residing at Skagit Co  
Notary Public in and for the State of WA My commission expires March 24, 2011

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Skagit County Auditor