

RETURN ADDRESS:

North County Bank
PO Box 3427
16419 Smokey Point Blvd
Arlington, WA 98223



200811240153

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

121682-P

200608080068

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 36000347

Additional on page ____

Grantor(s):

1. Huber, David K
2. Huber, Rhonda L

Grantee(s)

1. North County Bank

Legal Description: NE 1/4 of SW 1/4, 23-36-4 E W.M.

Additional on page ____

Assessor's Tax Parcel ID#: 360423-3-001-0500 (Property I.D. No.: P116902)

THIS MODIFICATION OF DEED OF TRUST dated November 13, 2008, is made and executed between David K Huber and Rhonda L Huber, who acquired title as Dave Huber and Rhonda Huber, husband and wife ("Grantor") and North County Bank, whose address is PO Box 3427, 16419 Smokey Point Blvd , Arlington, WA 98223 ("Lender").

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

Loan No: 36000347

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 13, 2008 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded in Skagit County on August 8, 2006 under Auditor's file number 200608080068.

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

The Northeast 1/4 of the Southwest 1/4 of Section 23, Township 36 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement recorded under Skagit County Auditor's File Nos. 751451, 752561, 759060 and 199909230052.

Situate in the County of Skagit, State of Washington.

The Real Property or its address is commonly known as 3578 Meins Road, Sedro Woolley, WA 98284. The Real Property tax identification number is 360423-3-001-0500 (Property I.D. No.: P116902).

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

Principal Increase of \$553,800.00 (from \$953,200.00 to \$1,507,000.00).

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 endorers 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 NOVEMBER 13, 2008.

GRANTOR:

X

David K Huber

X

Rhonda L Huber

LENDER:

NORTH COUNTY BANK

X

Authorized Officer



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MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this day before me, the undersigned Notary Public, personally appeared **David K Huber and Rhonda L Huber, 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 November day of 2008

By David K Huber Residing at Millersville
Notary Public in and for the State of WA My commission expires 4-3-2011

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this 20th day of November, 2008, before me, the undersigned Notary Public, personally appeared David K Huber and Rhonda L Huber and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for North County Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **North County Bank**, duly authorized by **North County 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 **North County Bank**.

By David K Huber Residing at Millersville
Notary Public in and for the State of WA My commission expires 4-3-2011

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Skagit County Auditor