

RETURN ADDRESS:

Horizon Bank
Documentation Dept - MG
2211 Rimland Drive Suite
230
Bellingham, WA 98226



200812180058

Skagit County Auditor

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MODIFICATION OF DEED OF TRUST ^{GUARDIAN NORTHWEST TITLE CO}
A76008

Reference # (if applicable): 200311100225

MLAHF1473

Additional on page ____

Grantor(s):

1. Jones Jr., Jack Walker
2. Jones, Gloria Jean

Grantee(s)

1. Horizon Bank

Legal Description: Lot 29, "SKYLINE DIVISION NO. 8"

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Assessor's Tax Parcel ID#: 3824-000-029-0005 (P59686)

THIS MODIFICATION OF DEED OF TRUST dated December 1, 2008, is made and executed between Jack W. Jones, who acquired title as Jack Walker Jones Jr and Gloria J. Jones, who acquired title as Gloria Jean Jones; husband and wife ("Grantor") and Horizon Bank, whose address is 1500 Cornwall Ave, PO Box 580, Bellingham, WA 98227-0580 ("Lender").

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 31, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Skagit County Recording Number 200311100225 dated November 10, 2003.

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

Lot 29, "SKYLINE DIVISION NO. 8", as per plat recorded in Volume 9 of Plats, pages 72, 73, and 74, records of Skagit County, Washington; EXCEPT that portion thereof, lying within the right-of-way of Anacortes Beach Road as conveyed to the City of Anacortes by Deed recorded May 23, 1930, under Auditor's File No. 234117.

Situate in Skagit County, Washington

The Real Property or its address is commonly known as Lot 29 Kingsway, Anacortes, WA 98221. The Real Property tax identification number is 3824-000-029-0005 (P59686).

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

The maturity date of December 1, 2008 referenced in above described Deed of Trust is hereby deleted in its entirety without substitution. The period of this Deed of Trust shall continue uninterrupted until re-conveyed by Lender to Grantor.

Further action taken to modify the Deed of Trust is to redefine the following capitalized words and terms:

Borrower. The word "Borrower" means Jack Walker Jones Jr. and Gloria Jean Jones and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Grantor. The word "Grantor" means Jack Walker Jones Jr. and Gloria Jean Jones.

Note. The word "Note" means the promissory note dated December 1, 2008 in the original principal amount of \$94,446.53 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. This Note is a renewal and replacement of Promissory Note from Jack Jones, Inc. to Lender dated October 31, 2003 in the original amount of \$108,750.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

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.

COUNTERPARTS. This Agreement may be executed in a number of identical counterparts and by each party on a separate counterpart. If so executed, all of such counterparts shall collectively constitute one agreement.

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 DECEMBER 1, 2008.

GRANTOR:

x Jack Walker Jones Jr.
Jack Walker Jones Jr.

x Gloria Jean Jones
Gloria Jean Jones



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LENDER:

HORIZON BANK

X Carol K. [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skagit) SS



On this day before me, the undersigned Notary Public, personally appeared Jack Walker, Jones, Jr. and Gloria Jean Jones, 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 10th day of December, 2008

By Eileen R. Hebert
Notary Public in and for the State of WA

Residing at Anacortes
My commission expires Jan 22, 2010

LENDER ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skagit) SS



On this 11th day of December, 2008, before me, the undersigned Notary Public, personally appeared Carol Van Hessa and personally known to me on the basis of satisfactory evidence to be the Vice Pres, authorized agent for Horizon Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Horizon Bank, duly authorized by Horizon 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 Horizon Bank.

By Eileen R. Hebert
Notary Public in and for the State of WA

Residing at Anacortes
My commission expires Jan 22, 2010



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