

RETURN ADDRESS:

Horizon Bank
CML % Documentation
Dept - KZ
2211 Rimland Dr, Ste 230
Bellingham, WA 98226



200901300060

Skagit County Auditor

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CHICAGO TITLE CO.

1C3757D

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200603200194 (CMLF1289)

Additional on page ____

Grantor(s):

1. Lehr, Robert K
2. Lehr, Patricia

Grantee(s)

1. Horizon Bank

Legal Description: Pt. Gov. Lot 1, Sec ³⁵~~15~~, T35N, R1E, WM

Additional on page ____

Assessor's Tax Parcel ID#: 350135 0 001 0113 (P32522)

THIS MODIFICATION OF DEED OF TRUST dated January 14, 2009, is made and executed between Robert K Lehr and Patricia Lehr; husband and wife ("Grantor") and Horizon Bank, whose address is 1500 Cornwall Ave, PO Box 580, Bellingham, WA 98227-0580 ("Lender").

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

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 15, 2006 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded March 20, 2006, Recording No. 200603200194, Skagit County Auditor.

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 NHN McCorkle Place, Anacortes, WA 98221. The Real Property tax identification number is 350135 0 001 0113 (P32522).

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

The Promissory Note evidenced by the Note dated January 14, 2009 increased to \$184,092.09, which shall be and remain secured by the Deed of Trust.

This Note is a renewal and replacement of Promissory Note from Borrower to Lender dated March 15, 2006 in the original amount of \$89,250.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

Change in definition of Grantor on Deed of Trust to read: Grantor: The word "Grantor" means Robert K. Lehr and Patricia Lehr.

CROSS-COLLATERALIZATION: In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.


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 JANUARY 14, 2009.

GRANTOR:

X 
Robert K Lehr

X 
Patricia Lehr



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MODIFICATION OF DEED OF TRUST
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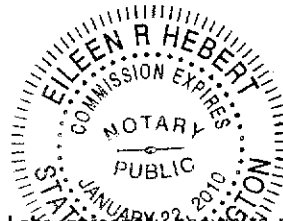
LENDER:

HORIZON BANK

X Cornel Van Iten
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this day before me, the undersigned Notary Public, personally appeared Robert K Lehr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

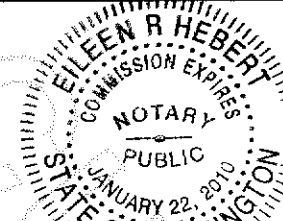
Given under my hand and official seal this 15th day of Jan, 2009

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

Residing at Anacortes
My commission expires Jan 22, 2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)



On this day before me, the undersigned Notary Public, personally appeared Patricia Lehr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of Jan, 2009

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

Residing at Anacortes
My commission expires Jan 22, 2010



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MODIFICATION OF DEED OF TRUST
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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

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On this 15th day of Jan, 2009, before me, the undersigned Notary Public, personally appeared Nard Van Iterson and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, 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 Hebert

Notary Public in and for the State of WA

Residing at Anacortes

My commission expires Jan 22, 2010

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