

**RETURN ADDRESS:**

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



200901300142  
Skagit County Auditor

1/30/2009 Page 1 of 3 1:34PM

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200704200149

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

Grantor(s):

- 1. HUIZENGA, JASON B
- 2. HUIZENGA, KRISTIN T

GUARDIAN NORTHWEST TITLE CO.

A96277-3

Grantee(s)

- 1. PEOPLES BANK

Legal Description: All Lot 15, Ptn. Lots 16 and 17, PLAT OF KWONESUM

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

Assessor's Tax Parcel ID#: 4388-000-015-0015 p81107

THIS MODIFICATION OF DEED OF TRUST dated January 16, 2009, is made and executed between JASON B HUIZENGA and KRISTIN T HUIZENGA, HUSBAND AND WIFE, WHOSE ADDRESS IS 11238 SAHALIE ROAD, LA CONNER, WA 98257 ("Grantor") and PEOPLES BANK, whose address is ANACORTES OFFICE, PHONE: (360) 588-0153, 911 11th STREET, ANACORTES, WA 98221 ("Lender").

DOCUMENT

**MODIFICATION OF DEED OF TRUST**

Loan No: 5714527-1

(Continued)

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated April 19, 2007 (the "Deed of Trust")

which has been recorded in Skagit County, State of Washington, as follows:

**A DEED OF TRUST DATED APRIL 19, 2007 AND RECORDED APRIL 20, 2007 UNDER AUDITOR'S FILE NO. 200704200149 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:

**PARCEL A:**

Lot 15, PLAT OF KWONESUM, according to the plat thereof recorded in Volume 12 of Plats, page 39, records of Skagit County, Washington.

Situated in Skagit County, Washington

**PARCEL B:**

That portion of Lot 16, PLAT OF KWONESUM, according to the plat thereof recorded in Volume 12 of Plats, page 39, records of Skagit County, Washington, lying Easterly of a staking line described as follows:

Beginning at the intersection of the West line of Lot 15, and the South line of Lot 16, of said plat; thence North 73 degrees 58'19" West, a distance of 9.10 feet to a stake and to the true point of beginning; thence North 29 degrees 32'00" East, a distance of 52.73 feet to a stake;

thence North 22 degrees 24'56" East, a distance of 58.63 feet to a stake at the Southerly road margin and the end of said staking line.

Situated in Skagit County, Washington

**PARCEL C:**

That portion of Lot 17, PLAT OF KWONESUM, according to the plat thereof recorded in Volume 12 of Plats, page 39, records of Skagit County, Washington, lying Easterly of a staking line described as follows:

Beginning at the intersection of the West line of Lot 15 and the North line of Lot 17 of said plat; thence North 73 degrees 58'19" West, a distance of 9.10 feet to a stake;

thence South 14 degrees 06'51" West, a distance of 29.51 feet to a stake;

thence South 20 degrees 37'55" West, a distance of 64.80 feet to a stake at the Southwest corner of said Lot 15 and the end of said staking line;

Situated in Skagit County, Washington

The Real Property or its address is commonly known as 11238 Sahalie Drive, La Conner, WA 98257. The Real Property tax identification number is 4388-000-015-0015 p81107.

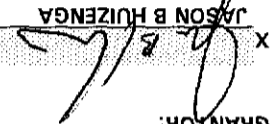
**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

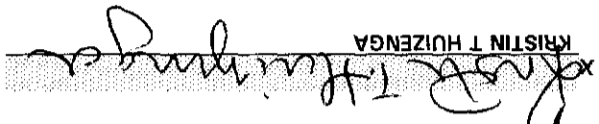
**LOWER CREDIT LIMIT TO \$83,000.00.**

**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 JANUARY 16, 2009.**

**GRANTOR:**

X   
JASON B. HUIZENGA

X   
KRISTIN T. HUIZENGA

**LENDER:**

PEOPLES BANK

Authorized Officer

X 



200901300142

Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5714527-1

Page 3

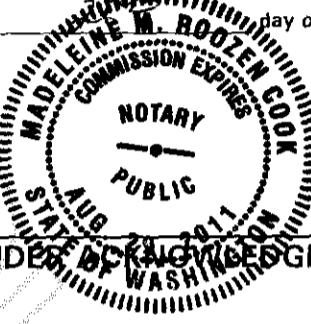
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this day before me, the undersigned Notary Public, personally appeared JASON B HUIZENGA and KRISTIN T HUIZENGA, 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 \_\_\_\_\_ day of January, 2009

By Maddaleno M. Roosen Cook Residing at La Conner  
Notary Public in and for the State of Wa My commission expires 8-29-11

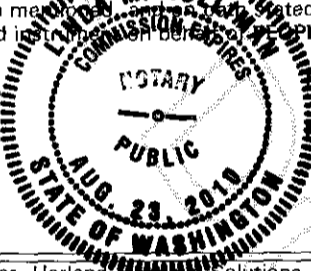


LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 26<sup>th</sup> day of January, 2009, before me, the undersigned Notary Public, personally appeared Maddaleno M. Roosen Cook and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, 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 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 Jyneta M. McAlleman Residing at La Conner  
Notary Public in and for the State of Wa My commission expires 8/23/2010



LASER PRO Lending, Ver. 5.42.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. WA P:\CFIWIN\CFI\PL\G202.FC TR-3424637 PR-49

