


**RETURN ADDRESS:**  
BUSINESS BANK  
BURLINGTON BRANCH  
1854 SO BURLINGTON  
BLVD  
BURLINGTON, WA 98233

  
200902100058  
Skagit County Auditor  
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LAND TITLE OF SKAGIT COUNTY

200512100028

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 131653-S

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

Grantor(s):

1. BORGES, WALTER PAUL

Grantee(s)

1. BUSINESS BANK

Legal Description: A: PTN NE1/4 OF SE1/4, 36-34-4 E; B: PTN GOV. LOT 2, 31-34-4 E; C:  
PTN GOV. LOT 3, 31-34-4 E

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

Assessor's Tax Parcel ID#: 340336-4-001-0006; 340336-4-001-0105; 340336-4-001-0204;  
340431-2-014-0102; 340431-2-014-0003; 340431-3-003-0300



THIS MODIFICATION OF DEED OF TRUST dated February 2, 2009, is made and executed between WALTER PAUL BORGES ; As His Separate Property ("Grantor") and BUSINESS BANK , whose address is BURLINGTON BRANCH, 1854 SO BURLINGTON BLVD, BURLINGTON, WA 98233 ("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 December 4, 2008 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**RECORDED ON 12/10/2008 UNDER SKAGIT COUNTY AUDITOR'S NUMBER 200812100028 ON 12/10/2008.**

**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 17444 BRITT ROAD, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340336-4-001-0006; 340336-4-001-0105; 340336-4-001-0204; 340431-2-014-0102; 340431-2-014-0003; 340431-3-003-0300.

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

**INCREASE PRINCIPAL FROM \$80,000.00 TO \$130,000.00.**

**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 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 FEBRUARY 2, 2009.**

**GRANTOR:**

X

WALTER PAUL BORGEN

**LENDER:**

**BUSINESS BANK**

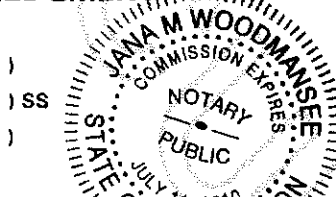
X

JEREMY McCULLOUGH, Vice President

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Skagit



On this day before me, the undersigned Notary Public, personally appeared WALTER PAUL BORGEN, As His Separate Property, personally known to me or proved to me on the basis of satisfactory evidence that he is 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 5<sup>th</sup> day of February, 2009

By Jana Woodman  
Notary Public in and for the State of Wa

Residing at Burlington  
My commission expires 7-1-2010



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MODIFICATION OF DEED OF TRUST  
(Continued)

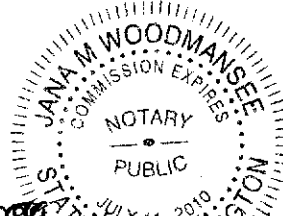
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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Skagit

)  
) SS  
)



On this 5th day of February, 20 09, before me, the undersigned Notary Public, personally appeared **JEREMY McCULLOUGH** and personally known to me or produced on the basis of satisfactory evidence to be the **Vice President**, authorized agent for **BUSINESS BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BUSINESS BANK**, duly authorized by **BUSINESS 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 **BUSINESS BANK**.

By Jana M. Woodman  
Notary Public in and for the State of WA

Residing at Burlington  
My commission expires 7-11-2010

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## ACKNOWLEDGMENT OF BORROWER

This ACKNOWLEDGMENT OF BORROWER is attached to and by this reference is made a part of the Modification of Deed of Trust, dated February 2, 2009, and executed in connection with a loan or other financial accommodations between BUSINESS BANK and WALTER PAUL BORGEN and RISSA BORGEN.

EXHIBIT "B"

I, RISSA BORGEN, EXECUTE THIS MODIFIED DEED OF TRUST AND ACKNOWLEDGE THE DEBT AND THE COLLATERAL BEING PLEDGED HEREIN.

ACKNOWLEDGED BY:

*Rissa Borgen*  
RISSA BORGEN, BORROWER

### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day before me, the undersigned Notary Public, personally appeared *Rissa Borgen*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in that she signed the Modified Deed of Trust as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 5<sup>th</sup> day of February, 2009

By *Jana M. Woodmansee*  
Notary Public in and for the State of WA

Residing at

My commission expires 7-11-2010

THIS ACKNOWLEDGMENT OF BORROWER IS EXECUTED ON FEBRUARY 2, 2009.

GRANTOR:

X *Walter Paul Borgen*  
WALTER PAUL BORGEN

LENDER:

BUSINESS BANK

X *Jeremy McCullough*  
JEREMY MCCULLOUGH, Vice President



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**DESCRIPTION:**

**PARCEL "A":**

The Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 34 North, Range 3 East, W.M., EXCEPT road, dike and ditch rights of way.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

That portion of Government Lot 2, Section 31, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 307 feet, more or less, North of the Southwest corner of said Government Lot 2, which point is the center of Britt's Slough;  
thence North 320 feet, more or less, to a point 627 feet North of said Southwest corner of Government Lot 2;  
thence East 417 feet;  
thence North 52 feet;  
thence East 558 feet;  
thence South 679 feet to the South line of said Government Lot 2;  
thence West along the South line of said Government Lot 2 to an intersection with the centerline of Britt's Slough;  
thence Northwesterly along said centerline of Britt's Slough to the point of beginning.

ALSO, that portion of Government Lot 3, Section 31, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 236.3 feet West of the Northeast corner of said Lot;  
thence South  $37^{\circ}10'$  West 167 feet;  
thence South  $66^{\circ}22'$  West 75 feet;  
thence North  $77^{\circ}54'$  West 82 feet;  
thence North 35 feet to the center of Britt's Slough;  
thence North  $65^{\circ}10'$  West 264 feet along the center of said slough to the North line of said Government Lot 3;  
thence East 489.4 feet to the point of beginning;

EXCEPT County road and dike rights of way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "C":

Government Lot 3, Section 31, Township 34 North, Range 4 East, W.M.;

EXCEPT the North 630 feet of said Government Lot 3 thereof;

AND EXCEPT the East ½ of the East ½ of said Government Lot 3;

AND ALSO EXCEPT any portion, if any, lying within the Northeast ¼ of the Southwest ¼ of said Section 31, Township 34 North, Range 4 East, W.M.;

AND ALSO EXCEPT County roadway.

Situate in the County of Skagit, State of Washington.



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