

RETURN ADDRESS:

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



200906040086
Skagit County Auditor

6/4/2009 Page 1 of 3 3:33PM

LAND TITLE OF SKAGIT COUNTY

133654-05

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200704050058

Additional on page ____

Grantor(s):

1. CUMMINGS, THEODORE L
2. CUMMINGS, CYNTHIA G

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 3, Forest Estates

Additional on page ____

Assessor's Tax Parcel ID#: 3914-000-003-0006 1P65412

THIS MODIFICATION OF DEED OF TRUST dated June 3, 2009, is made and executed between THEODORE L CUMMINGS and CYNTHIA G CUMMINGS, husband and wife, whose address is 3533 N WOODLAND DRIVE, BURLINGTON, WA 98233 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5716354-1

(Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 4, 2007 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

A DEED OF TRUST DATED APRIL 4, 2007 AND RECORDED APRIL 5, 2007 UNDER AUDITOR'S FILE NO. 200704050058, 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:

Lot 3, "FOREST ESTATES," as per plat recorded in Volume 8 of Plats, pages 53 and 54, records of Skagit County, Washington

Situate in the City of Mount Vernon, County of Skagit, State of Washington

The Real Property or its address is commonly known as 3533 N WOODLAND DRIVE, Mount Vernon, Washington WA 98274. The Real Property tax identification number is 3914-000-003-0006.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED JUNE 3, 2009 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT

CHANGE THE PRINCIPAL AMOUNT FROM \$15,000.00 TO \$70,000.00.

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 endorses to the Note, including accommodation makers, shall not be released by virtue of this 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 JUNE 3, 2009.

GRANTOR:

THEODORE L CUMMINGS

CYNTHIA L CUMMINGS

LENDER:

PEOPLES BANK

Authorized Officer

Meady Caldwell

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Wash.

COUNTY OF

Skagit

On this day before me, the undersigned Notary Public, 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, I have used and proposed the following in the Modification:

By Meady Caldwell
Notary Public in and for the State of Wash.
Residing at Mount Vernon
My commission expires 4-30-11

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 5716354-1

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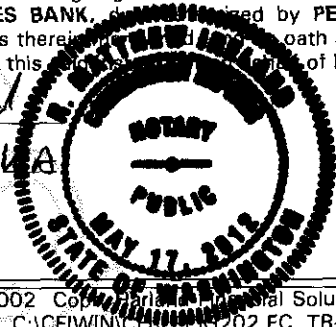
LENDER ACKNOWLEDGMENT

STATE OF Wash.)
) SS
COUNTY OF Skagit)

On this 3rd day of June, 2009, before me, the undersigned Notary Public, personally appeared Mason A. Hendricks and personally known to me or proved to me on the basis of satisfactory evidence to be the 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, authorized by PEOPLES BANK through its board of directors or otherwise, for the uses and purposes therein expressed. My oath stated that he or she is authorized to execute this said instrument and in fact executed this instrument as authorized agent for PEOPLES BANK.

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

Residing at Mt Vernon, WA
My commission expires 5-17-2012



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Skagit County Auditor