

Record and Return To: Fisery Lending Solutions Fisery – P.O. BOX 2590 Chicago, IL 60690

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): HENRY B. MASON JR, MARRIED APN: 35 0332 - 009 - 0200 TAMI L. MASON, MARRIED

Tracts 3:4 SP#95-033 Vol 12 of Plats Page 48 SW 14 of NE 14 of Sec 32, Township 35 North Range 3 East

GRANTEE ("Lender"): KeyBank National Association

P.O. Box 16430 Boise, ID 83715

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY 2101 FOURTH AVE SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION:
TRACTS 3 AND 4, SP 95-033, VOL 12, PG 48, AUDITORS FILE NO.
9512130040, PORTION SW 1/4 NE 1/4 SEC 32, TWP 35 N, R 3 EWM.
(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 350332-1-009-0200 REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED:

MASON, HENRY B

HENRY B. MASON JR

TAMI L. MASON JA

ADDRESS

BORROWER

13633 MARIHUGH RD

MOUNT VERNON, WA 98273
TELEPHONE NO.

IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 19th day of June 2009 , is executed by and between the parties identified above and
KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 ("Lender").
A. On June 07, 2007 , Lender made a loan ("Loan") to Borrower evidenced by
Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of twenty thousand and 00/100 Dollars
(\$ 20,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor
for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on June 27, 2007 in Book * at Page in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents". * Instrument # 2007062710149
nerearier cumulatively referred to as the Loan boothness.
B. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT. 1. TERMS OF REPAYMENT.
The maturity date of the Note is extended to at which time all
outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The
parties acknowledge and agree that, as of, the unpaid principal balance due under
the Note was \$, and the accrued and unpaid interest on that date was \$
The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of twenty thousand and 00/100 dollars (\$20,000.00) is hereby increased to fifty nine thousand five hundred and 00/100 dollars (\$59,500.00), an increase of thirty nine thousand five hundred and 00/100 dollars (\$39,500.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of <u>SKAGIT</u>
State of <u>Washington</u>:

See Addendum A

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

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	KeyBank National Association

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I certify that I know or have satisfactory evidence	e that HUCCUR I MUCH
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I certify that I know or have satisfactory evidence	
is the person who appeared before me, and said person a it to be his/ter ree and voluntament to the uses and pur Dated: Dated: One of the person who appeared before me, and said person a it to be his/ter ree and voluntament to the uses and pur Dated: One of the person who appeared before me, and said person a it to be his/ter ree and voluntament to be his/ter ree and volunta	noses mentioned/in/the instrument. Notary Public Title My appointment expires:
State of Washington County of I certify that I know or have satisfactory evidence	<u> </u>
that he/she was authorized to execute this instrument and	
ofvoluntary act of such party for the uses and purposes mer	to be the free and ntioned in the instrument.
(Seal or Stamp)	Notary Public Title My appointment expires:
State of Washington County of I certify that I know or have satisfactory evidence	e that
is that person who appeared before me, and said perso	n acknowledged that he/she signed this instrument, on oath stated
that he/she was authorized to execute this instrument and of	d acknowledged it as the
voluntary act of such party for the uses and purposes mer	nuoried in the instrument.
Dated:	Notary Public
(Seal or Stamp)	Title My appointment expires:

ACAPS #: 091671052190C

200907140067 Skagit County Auditor

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ADDENDUM A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

TRACTS 3 AND 4 OF SKAGIT COUNTY SHORT PLAT NO. 95-033, APPROVED DECEMBER 13, 1995, RECORDED DECEMBER 13, 1995, IN VOLUME 12, PAGE 48 OF SHORT PLATS, UNDER AUDITOR'S FILE NO. 9512130040, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M.

ABBRV LEGAL: TRACTS 3 AND 4, SP 95-033, VOL 12, PG 48, AUDITOR'S FILE NO. 9512130040, PORTION SW 1/4 NE 1/4 SEC 32, TWP 35 N, R 3 EWM.

APN: 350332-009-0200



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