



200907140082

Skagit County Auditor

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RETURN ADDRESS:

Horizon Bank
% Documentation Dept -
AC
2211 Rimland Dr. Suite
#230
Bellingham, WA 98226

LAND TITLE OF SKAGIT COUNTY

129204-PE

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200804280225; RMLF2055

Additional on page ____

Grantor(s):

1. Nelsen, Timothy A.

Grantee(s)

1. Horizon Bank

Legal Description: Ptn. SW 1/4 SW 1/4, 13-35-3 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 350313-0-011-0008 P34205

THIS MODIFICATION OF DEED OF TRUST dated June 1, 2009, is made and executed between Timothy A. Nelsen; an unmarried man, as his separate property ("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 April 24, 2008 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded April 28, 2008 under Auditor's File No. 200804280225, 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:

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 8873 Ershig Rd., Bow, WA 98232. The Real Property tax identification number is 350313-0-011-0008 P34205.

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

The maturity date of May 1, 2009 referenced in above described Deed of Trust is hereby deleted in its entirety without substitution. The period of this Deed of Trust shall continue uninterrupted until re-conveyed by Lender to Grantor.

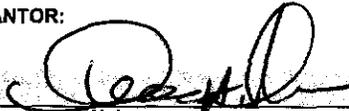
The property address secured by this Deed of Trust is hereby amended as follows: 8873 Ershig Road, Bow, WA 98232.

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.

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 JUNE 1, 2009.

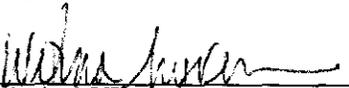
GRANTOR:

X 

Timothy A. Nelsen

LENDER:

HORIZON BANK

X 

Authorized Officer



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Skagit County Auditor

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MODIFICATION OF DEED OF TRUST
(Continued)

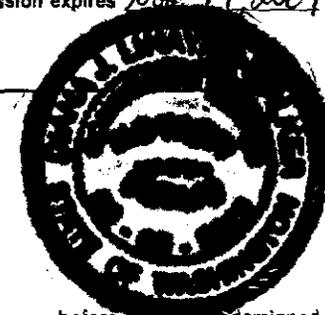
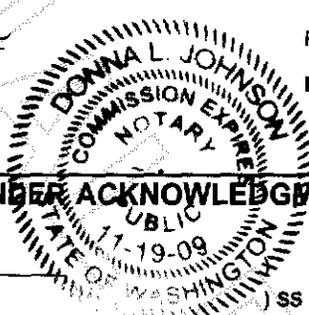
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this day before me, the undersigned Notary Public, personally appeared **Timothy A. Nelsen**, an unmarried man, as his separate property, 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 10th day of July, 2009

By Donna L. Johnson Residing at Camas, WA
Notary Public in and for the State of WA My commission expires Nov 19, 2009

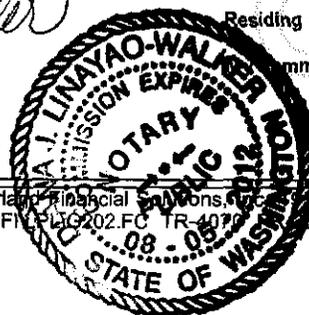


LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this 13th day of July, 2009, before me, the undersigned Notary Public, personally appeared Wilma Myren 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 Diana J. Linayao-Walker Residing at Bellingham
Notary Public in and for the State of WA My commission expires 08/05/12



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Exhibit "A" legal description

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said subdivision;
thence North 2°00' West along the West line of said subdivision, a distance of 673.12 feet;
thence North 88°00' East, a distance of 145.05 feet to the true point of beginning;
thence South 81°14' East, a distance of 101.13 feet;
thence South 0°12' West, a distance of 226.93 feet, more or less, to the center of the Samish River;
thence along the center of the Samish River North 60°30' West, a distance of 114.68 feet;
thence North 0°12' East, a distance of 185.87 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across a strip of land 16 feet in width running from the East line of the County road known as the Ershig Road, to the Northeasterly corner of the above described tract, said easement being more particularly described as follows:

Beginning at the Southwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 3 East, W.M.;

thence North 2°00' West along the West line of said subdivision, a distance of 673.12 feet;
thence North 88°00' East, 20.0 feet to the East line of the Ershig Road, and the true point of beginning;
thence North 88°00' East, 125.05 feet;
thence South 81°14' East, 101.13 feet;
thence South 0°12' West, 16.18 feet;
thence North 81°14' West, 101.13 feet;
thence South 88°00' West, 124.45 feet to the East line of the Ershig Road;
thence North 2°00' West, 16.0 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

TOGETHER WITH the Manufactured Home described as a 1998 Golden West 67x27 HUD Serial No. GWOR23N19981, ORE 356213 and ORE 356214 affixed to and made a part of tax parcel number 350313-0-011-0008 P34205 by title elimination recorded under Auditor's File No. 200310100110.

Legal Description attachment to Deed of Trust
Loan Number RMLF2055



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