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Skagit County Auditor

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

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): JAMES E. GRIFFITH, MARRIED
CATHRYN L. GRIFFITH, MARRIED



GRIFFITH, JAMES E

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:
TRACT 25, NORTHSOUND ESTATES NO. 1, VOL. 9, PGS 6-7

(Additional legal description on page 6)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P67697

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED:

BORROWER	
JAMES E. GRIFFITH CATHRYN L. GRIFFITH	
ADDRESS	
16994 OBSTRUCTION DR BURLINGTON, WA 98233	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 7th day of August 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 May 02, 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 fifty thousand and 00/100 Dollars

(\$ 50,000.00), 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 May 23, 2007 in Book * at Page N/A 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 # 200705230122

B. The Note and Deed of Trust are hereby modified as follows:

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 fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to one hundred thousand and 00/100 dollars (\$100,000.00), an increase of fifty thousand and 00/100 dollars (\$50,000.00).

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 SKAGIT
State of Washington:

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.



GRANTOR:

JAMES E. GRIFFITH

GRANTOR:

CATHRYN L. GRIFFITH

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:



BORROWER:

JAMES E. GRIFFITH

BORROWER:

CATHRYN L. GRIFFITH

BORROWER:

BORROWER:

BORROWER:

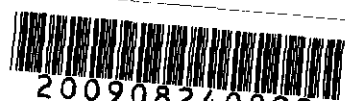
BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

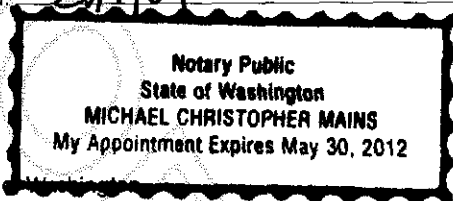


State of Washington
County of Whatcom

I certify that I know or have satisfactory evidence that James E. Griffith / Cathryn L. Griffith

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/7/09



Notary Public Michael Mains

Title Relationship Manager

My appointment expires: 5/30/2012

State
County of

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public _____

Title _____

My appointment expires: _____

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public _____

Title _____

My appointment expires: _____

(Seal or Stamp)

State of Washington
County of _____

I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public _____

Title _____

My appointment expires: _____

(Seal or Stamp)

ACAPS #: 092120952520C

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ADDENDUM A

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

PARCEL "A":

TRACT 25, "NORTHSOUND ESTATES NO. 1", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 6 AND 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THAT PORTION OF THE PRIVATE ROAD DESIGNATED FOR THE USE OF LOTS 24, 25 AND 29, OR THE FACE OF THE PLAT OF "NORTHSOUND ESTATES NO. 1", LYING SOUTHEASTERLY OF THE SOUTHWESTERLY CURVE OF THE CUL-DE-SAC AT THE EAST END OF OBSTRUCTION DRIVE, IN SAID PLAT, AND EASTERLY OF LOT 25 OF SAID PLAT AND NORTHERLY OF THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS 25 OF SAID PLAT, AND WESTERLY OF THE FOLLOWING DESCRIBED CENTERLINE OF SAID PRIVATE ROAD AS SHOWN ON SAID PLAT:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE CUL-DE-SAC AT THE EAST END OF OBSTRUCTION DRIVE AS SHOWN IN SAID PLAT OF "NORTHSOUND ESTATES NO. 1", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 6 AND 7, RECORDS OF SKAGIT COUNTY, WASHINGTON, AT A POINT WHICH IS AN ARC DISTANCE OF 31.09 FEET NORTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 25 AS MEASURED ALONG THE OUTER EDGE OF SAID CUL-DE-SAC AND AN ARC DISTANCE OF 36.80 FEET SOUTHWESTERLY OF THE WESTERLY-MOST CORNER OF LOT 24 OF SAID PLAT AS MEASURED ALONG THE OUTER EDGE OF SAID CUL-DE-SAC;



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THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 105 FEET THROUGH A CENTRAL ANGLE OF 73 DEGREES 33' 20" AN ARC DISTANCE OF 134.80 FEET; THENCE SOUTH 20 DEGREES 58' WEST 313.24 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF HARVEY SMITH ROAD, NOW KNOWN AS THE AVON-ALLEN ROAD, SAID POINT BEING THE TERMINUS OF THIS DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

ABBRV LEGAL: TRACT 25, NORTHSOUND ESTATES NO. 1, VOL. 9, PGS 6-7

PARCEL ID # P67697---



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