



200909300128

Skagit County Auditor

9/30/2009 Page 1 of 5 3:31PM

RETURN ADDRESS:

Horizon Bank
Documentation Dept - MG
2211 Rimland Drive Suite
230
Bellingham, WA 98226

LAND TITLE OF SKAGIT COUNTY

121831-SW

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200607130102

MLF1561

Additional on page ____

Grantor(s):

1. Lane, Barbara A
2. Lemke, John D

Grantee(s)

1. Horizon Bank

Legal Description: Lot 2, SP 96-076 in 28-35-9 E W.M.

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Assessor's Tax Parcel ID#: 350928-1-002-0300 (P109781)

THIS MODIFICATION OF DEED OF TRUST dated September 30, 2009, is made and executed between Barbara A Lane, a single individual and John D Lemke, a single individual; as Joint Tenants with Rights of Survivorship and not as Tenants in Common ("Grantor") and Horizon Bank, whose address is 1500 Cornwall Ave, PO Box 580, Bellingham, WA 98227-0580 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 10, 2006 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Skagit County Recording Number 200607130102 dated July 13, 2006.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Skagit County, State of Washington:

Lot 2 of Skagit County Short Plat No. 96-076 as approved October 8, 1996, and recorded October 28, 1996, in Volume 12 of Short Plats, page 157, under Auditor's File No. 9610280001, records of Skagit County, Washington; being a portion of the North 1/2 of the Northeast 1/4 of Section 28, Township 35 North, Range 9 East W.M.

Situate of the County of Skagit, State of Washington.

The Real Property or its address is commonly known as 50717 Hornbeck Lane, Concrete, WA 98237. The Real Property tax identification number is 350928-1-002-0300 (P109781).

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

The maturity date of July 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.


This Deed of Trust now secures the Note dated September 30, 2009. This Note is a renewal and replacement of Promissory Note from Borrower to Lender dated July 10, 2006 in the original amount of \$63,375.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

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 endorser 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 SEPTEMBER 30, 2009.

GRANTOR:

X 
Barbara A. Lane

X 
John D. Lemke



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Skagit County Auditor

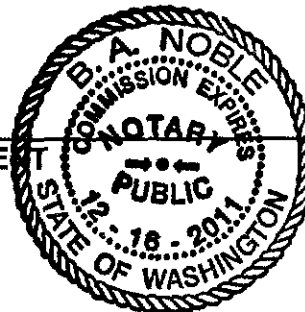
MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

HORIZON BANK

X Bill Gasper
Authorized Officer EYGLLO



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this day before me, the undersigned Notary Public, personally appeared Barbara A Lane, 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 29th day of September, 2009

By B. A. Noble Residing at Burlington, WA
Notary Public in and for the State of Washington My commission expires 12-16-11

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared John D Lemke, 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 _____ day of _____, 20____

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____



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Skagit County Auditor

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

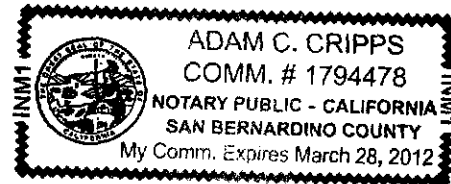
On September 28, 2009 before me, Adam C. Cripps (Notary Public)
(Here insert name and title of the officer)

personally appeared John D. Lemke

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Adam C. Cripps
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Modification of Deed of
(Title or description of attached document)

Trust
(Title or description of attached document continued)

Number of Pages 6 Document Date 9/28/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐



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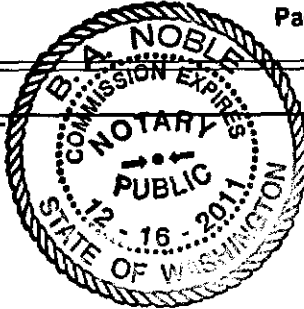
MODIFICATION OF DEED OF TRUST
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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Whatcom



On this 29th day of September, 2009, before me, the undersigned Notary Public, personally appeared BILL GASPERETTI and personally known to me or proved to me on the basis of satisfactory evidence to be the EXEC 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 B. A. Noble
Notary Public in and for the State of Washington

Residing at Burlington, WA
My commission expires 12-16-11

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WA c:\CFIWIN\CFI\LPL\G202.FC TR-4144 PR-285



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