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**RETURN ADDRESS:** 

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

LAND TITLE OF SKAGIT COUNTY

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200706210063: CONJ2195 Grantor(s):

Additional on page \_\_\_\_\_

1. Crookes, Daniel

2. Crookes, Jean E.

Grantee(s)

1. Horizon Bank

Legal Description: Lot 6, Bridle Trail Estates

Additional on page 2

Assessor's Tax Parcel ID#: 4670-000-006-0000 (P108533)

THIS MODIFICATION OF DEED OF TRUST dated October 30, 2009, is made and executed between Daniel Crookes and Jean E. Crookes; husband and wife ("Grantor") and Horizon Bank, whose address is Anacortes Office, PO Box 587 / 1218 Commercial Avenue, Anacortes, WA 98221 ("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 June 20, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Skagit County Recording Number 200706210063 dated June 21, 2007.

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

Lot 6, "BRIDLE TRAIL ESTATES," as per plat recorded in Volume 16 of Plats, page 90, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive access easement over and across the North 20 feet of the East 30 feet of Lot 9 of said Plat.

Situate in the County of Skagit, State of Washington

The Real Property or its address is commonly known as 4047 Sharpe Road, Anacortes, WA 98221. The Real Property tax identification number is 4670-000-006-0000 (P108533).

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

Muyes

The Credit Limit of the Credit Line Account is hereby decreased from \$150,000.00 to \$100,000.00.

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 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.

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 OCTOBER 30, 2009.

GRANTOR-

Daniel Crookes

Jean E. Crookes

LENDER:

HORIZON BANK

Authorized Officer

200911090007 Skagit County Auditor

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## MODIFICATION OF DEED OF TRUST (Continued)

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INDIVIDUAL ACKNOWLEDGMENT
STATE OF WAYNER
COUNTY OF
On this day before me, the undersigned Notary Public, personally appeared Daniel Crookes and Jean E. Crookes, husband and wife, 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, for the uses and purposes therein mentioned.  Given under my finand and official seal this
Notary Public in and for the State of WIF SION EX NOTARY Way Sommission expires 0 01 2010
LENDER ACKNOWLED SMENT
OF WAS
STATE OF Washington
COUNTY OF WWat com
On this 30+V day of 0C+over 20 09, before me, the undersigned Notary Public, personally appeared 0 and personally known to me or proved to me on the basis of satisfactory evidence to be the 46.6 start 100 personally known to me or proved to me and personally known to me or proved to me and personally known to me or proved to me and personally known to me or proved to me and personally known to me or proved to me and personally known to me or proved to me and personally known to me or proved to me or the intervent 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 Jaralu Markey Residing at Lynden WA
Notary Public in and for the State of WA My commission expires 06-14-2013
WITNEY CONTRACTOR OF THE PARTY
LASER PRO Lending, Ver. 5.46.00.003 Co. Flat nd Einstein Solutions Inc. 1997, 2009. All Rights Reserved WA c:\CF Angle NL N G202 Co. Fd H24. PR-224

