

**RETURN ADDRESS:**  
WHIDBEY ISLAND BANK  
P.O. BOX 1589  
OAK HARBOR, WA  
98277



200911300175  
Skagit County Auditor

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**LAND TITLE OF SKAGIT COUNTY**

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 127569-PA/200710240070 Additional on page \_\_\_\_\_

Grantor(s):

1. TYEE B & J, LLC

Grantee(s)

1. Whidbey Island Bank

Legal Description: PTN NE 1/4 NE 1/4, 25-35-1 E W.M.

Additional on page 4

Assessor's Tax Parcel ID#: 350125-0-007-0002 & 350125-0-008-0001

**THIS MODIFICATION OF DEED OF TRUST dated November 24, 2009, is made and executed between TYEE B & J, LLC , whose address is 11348 MARCHS POINT ROAD, ANACORTES, WA 98221-9336 ("Grantor") and Whidbey Island Bank, whose address is CL SKAGIT , 321 SE PIONEER WAY, P.O. BOX 1589, OAK HARBOR, WA 98277 ("Lender").**

**MODIFICATION OF DEED OF TRUST**

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 22, 2007 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED ON OCTOBER 24, 2007 UNDER AUDITOR'S FILE NUMBER 200710240070.

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

See SCHEDULE "A-1", 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 1105 32ND STREET, ANACORTES, WA 98221. The Real Property tax identification number is 350125-0-007-0002 & 350125-0-008-0001.

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

CHANGE LINE AMOUNT FROM \$660,000.00 TO \$200,000.00.

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 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.

GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 24, 2009.

GRANTOR:

By: Robert W. Evans  
ROBERT W EVANS, Manager of TYEE B & J, LLC

By: Joanne B. Evans  
JOANNE B EVANS, Manager of TYEE B & J, LLC

LENDER:

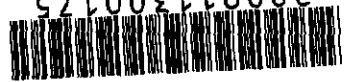
WHIDBEY ISLAND BANK  
X [Signature]  
Authorized Officer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Washington  
COUNTY OF Skagit  
I )  
I ) SS

On this 25th day of November, 2009, before me, the undersigned Notary Public, personally appeared ROBERT W EVANS, Manager of TYEE B & J, LLC and JOANNE B EVANS, Manager of TYEE B & J, LLC, and personally known to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By: [Signature]  
Notary Public in and for the State of WA  
Residing at Burlington  
My commission expires 4/1/10



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 25<sup>th</sup> day of November, 2009, before me, the undersigned Notary Public, personally appeared John Stewart and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, authorized agent for **Whidbey Island Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Whidbey Island Bank**, duly authorized by **Whidbey Island 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 **Whidbey Island Bank**.

By Joanne Briland Residing at Burlington  
Notary Public in and for the State of WA My commission expires 4/1/10



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WA M: 0611210202.FC 38697 PR-50



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DESCRIPTION:

That portion of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the intersection of the South line of 32<sup>nd</sup> Street in the City of Anacortes with the East line of said section;  
thence West along the South line of 32<sup>nd</sup> Street 227 feet;  
thence South 253 feet, more or less, to a point 153 feet North of the South line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence East along a line parallel with and distant 153 feet North of the South line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 227 feet, more or less, to the East line of said section;  
thence North along said East line 253 feet, more or less, to the point of beginning;

EXCEPT the North 108 feet of the East 60 feet thereof;

AND EXCEPT that portion of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at a point on the South line of 32<sup>nd</sup> Street, in the City of Anacortes, 227 feet West of the East line of said Section 25;  
thence South 108 feet;  
thence East 70 feet;  
thence North to the South line of 32<sup>nd</sup> Street;  
thence West to the point of beginning.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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