



200912180009

Skagit County Auditor

12/18/2009 Page

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6 9:20AM



RUSSEL, ELLEN T

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): ELLEN T. RUSSEL, MARRIED
JOHN J. RUSSEL, MARRIED

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:
LOT 4, SHELTER BAY DIV 1, VOL. 9, PGS 80 AND 81

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 3998-000-004-0004

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200904100078

BORROWER	
ELLEN T. RUSSEL JOHN J. RUSSEL	
ADDRESS	
4 QUINAULT WAY LA CONNER, WA 98257	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 4th day of December 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 March 31, 2009, 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 April 10, 2009 in Book * at Page * 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 # 200904100078

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



GRANTOR:

Ellen T. Russel
ELLEN T. RUSSEL

GRANTOR:

John J. Russel
JOHN J. RUSSEL

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:



BORROWER:

Ellen T. Russel
ELLEN T. RUSSEL

BORROWER:

John J. Russel
JOHN J. RUSSEL

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER:

KeyBank National Association

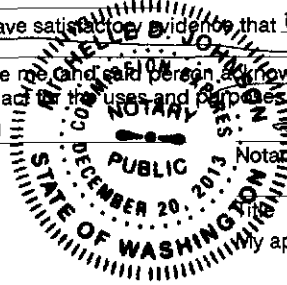


State of Washington
County of SKAGIT

I certify that I know or have satisfactory evidence that EVERT T. RUSSEL

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: 12/4/09



Notary Public

Michelle B. Johnson

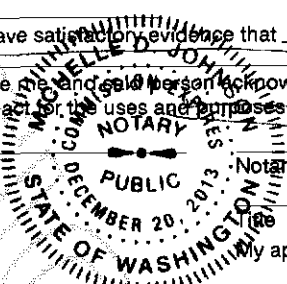
My appointment expires: 12-20-13

State of Washington
County of SKAGIT

I certify that I know or have satisfactory evidence that JOHN J. RUSSEL

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: 12/4/09



Notary Public

Michelle B. Johnson

My appointment expires: 12-20-13

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 _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

(Seal or Stamp)

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 _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

(Seal or Stamp)

Title

My appointment expires: _____

ACAPS #: 093351614420C

KBWA581E © Harland Financial Solutions, Inc. (9/5/08) (800) 937-3799



200912180009
Skagit County Auditor

ADDENDUM A

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

LOT 4, "SHELTER BAY DIV. 1," AS PER PLAT RECORDED IN VOLUME 9 OF
PLATS, PAGES 80 AND 81, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

ABBRV LEGAL: LOT 4, SHELTER BAY DIV 1, VOL. 9, PGS 80 AND 81

PARCEL ID# 3998-000-004-0004



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