

**RETURN ADDRESS:**  
Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264



201008180066  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

*M-18860*

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 260512270129

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

Grantor(s):

1. DUFFY, RICHARD S
2. DUFFY, CAROL L

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 39, PARK CREST DIVISION I

Additional on page 2

Assessor's Tax Parcel ID#: 4533-000-039-0003 P83967

THIS MODIFICATION OF DEED OF TRUST dated August 16, 2010, is made and executed between RICHARD S DUFFY and CAROL L DUFFY, HUSBAND AND WIFE, whose address is 4219 MONTGOMERY PLACE, MOUNT VERNON, WA 98274 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

**MODIFICATION OF DEED OF TRUST**

Loan No: 5715170-1

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 23, 2005 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

A DEED OF TRUST DATED DECEMBER 23, 2005 AND RECORDED DECEMBER 27, 2005 UNDER AUDITOR'S FILE NO. 200512270129 RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

Lot 39, PARK CREST DIVISION I, according to the plat thereof, recorded in Volume 14 of Plats, pages 128 and 129, records of Skagit County, Washington.

Situated in Skagit County, Washington

The Real Property or its address is commonly known as 4219 MONTGOMERY PLACE, MOUNT VERNON, WA 98274. The Real Property tax identification number is 4533-000-039-0003 P83967.

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

LOWER THE CREDIT LIMIT AMOUNT FROM \$174,000.00 TO \$23,000.00.

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 endorses 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 AUGUST 16, 2010.

GRANTOR:

*[Signatures of Richard S. Duff and Carol L. Duff]*  
RICHARD S. DUFF  
CAROL L. DUFF

LENDER:

PEOPLES BANK

Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF WA

COUNTY OF Skagit

)  
) SS  
)

On this day before me, the undersigned Notary Public, personally known to me or proved to me on the basis of evidence to be the individuals described in and who executed the Modification of Deed of Trust, for the uses and purposes mentioned, they signed the Modification as their free and voluntary act and deed, for the uses and purposes mentioned.



By *[Signature]*  
Notary Public in and for the State of WA

Given under my hand and official seal this August 16, 2010.  
Residing at Mt Vernon  
My commission expires 11/31/11



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Skagit County Auditor

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

Loan No: 5715170-1

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**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, authorized agent for **PEOPLES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PEOPLES BANK**, duly authorized by **PEOPLES 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 **PEOPLES BANK**.

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

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