

**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264



201010190032  
Skagit County Auditor

10/19/2010 Page 1 of 4 11:47AM

LAND TITLE OF SKAGIT COUNTY

137845-SS

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200908200004

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

Grantor(s):

1. MIHELICH, MATTHEW
2. MIHELICH, TRISTIN A

Grantee(s)

1. PEOPLES BANK

Legal Description: Ptn Lts 56 & 57, Plat 1, Lakeview Tracts, Big Lake.

Additional on page 2

Assessor's Tax Parcel ID#: 3941-000-057-0008 P67128

**THIS MODIFICATION OF DEED OF TRUST dated October 18, 2010, is made and executed between MATTHEW MIHELICH and TRISTIN A MIHELICH, WHO ACQUIRED TITLE AS TRISTIN MIHELICH, HUSBAND AND WIFE, whose address is 17041 WEST BIG LAKE BLVD, 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: 5717016-1

(Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 19, 2009 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

A DEED OF TRUST DATED AUGUST 19, 2009 AND RECORDED AUGUST 20, 2009 UNDER AUDITOR'S FILE NO. 20090820004 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:

See EXHIBIT A, 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 17041 WEST BIG LAKE BLVD, MOUNT VERNON, WA 98274. The Real Property tax identification number is 3941-000-057-0008 P67128.

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

THE WORD "PEOPLES EQUITYONE NOTE" MEANS THE CREDIT LIMIT NOTE DATED OCTOBER 18, 2010 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT INCREASE THE CREDIT LIMIT AMOUNT FROM \$100,000.00 TO \$150,000.00.

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 ("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 18, 2010.

GRANTOR:

X MATTHEW MIHELICH

X TRISTIN A MIHELICH

LENDER:

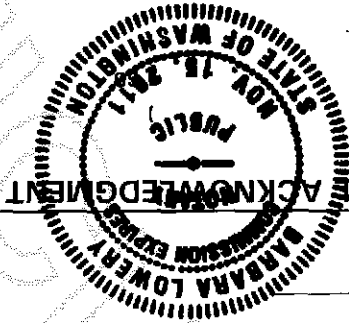
PEOPLES BANK

X Authorized Officer  
Barbara Lowery

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT



On this day before me, the undersigned Notary Public, personally appeared MATTHEW MIHELICH and TRISTIN A MIHELICH, personally known 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 hand and official seal this 18th day of October, 2010.  
Residing at Mount Vernon  
My commission expires 11-18-2011

By Paul Lowery Notary Public in and for the State of WA

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5717016-1

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LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF Skagit )

On this 18<sup>th</sup> day of October, 2009, before me, the undersigned Notary Public, personally appeared Barbara Lower and personally known to me or proved to me on the basis of satisfactory evidence to be the Lender 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 intended to execute this said instrument and in fact executed this said instrument on behalf of **PEOPLES BANK**.

By Meredith A. Hedden Notary Public in and for the State of WA My commission expires 4-30-11

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Skagit County Auditor

EXHIBIT A

DESCRIPTION:

That portion of Lots 56 and 57, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.", as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, described as follows:

Beginning at a Radar & Leonard rebar and cap at the Southeast corner of Lot 57 of said Lakeview Tracts; thence North  $70^{\circ}37'16''$  West, along the Southerly line thereof, a distance of 9.94 feet to the true point of beginning;

thence continuing along said Southerly boundary North  $70^{\circ}36'16''$  West, a distance of 205.97 feet to the Southwest corner of said Lot 57;

thence North  $25^{\circ}52'35''$  East, along the Westerly line of said Lots 57 and 56, a distance of 146.93 feet;

thence South  $53^{\circ}55'23''$  East, a distance of 143.85 feet;

thence South  $40^{\circ}38'36''$  East, a distance of 57.78 feet;

thence South  $18^{\circ}14'12''$  West, a distance of 75.80 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the following described tract:

Beginning at the most Northerly corner of the tract herein conveyed;

thence North  $25^{\circ}52'35''$  East, along the Westerly line of said Lot 56, a distance of 6.70 feet to the beginning of a 412.45 foot radius tangent curve to the left;

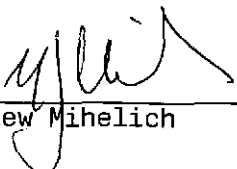
thence continuing along said Westerly line and the arc of said curve in a Northerly direction, through a central angle of  $13^{\circ}19'57''$ , an arc distance of 95.98 feet;

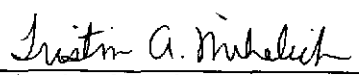
thence South  $07^{\circ}45'35''$  West, a distance of 100.07 feet;

thence South  $27^{\circ}38'35''$  West, a distance of 10.25 feet to the Northerly line of the parcel herein conveyed;

thence North  $53^{\circ}55'23''$  West, along said Northerly line, a distance of 20.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

  
Matthew Mihelich

  
Tristin A. Mihelich



201010190032  
Skagit County Auditor