



201012100006  
Skagit County Auditor

12/10/2010 Page 1 of 3 9:02AM

**RETURN ADDRESS:**

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

LAND TITLE OF SKAGIT COUNTY

137983-5

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200906020090

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

Grantor(s):

1. JOHNSON, ELDON L
2. JOHNSON, DAPHNE E

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 5, Stittwood Div. 1

Additional on page 2

Assessor's Tax Parcel ID#: 4343-000-005-0003/1079588

**THIS MODIFICATION OF DEED OF TRUST** dated November 18, 2010, is made and executed between **ELDON L. JOHNSON** and **DAPHNE E. JOHNSON**, who also appear of record as **ELDON JOHNSON** and **DAPHNE JOHNSON**, husband and wife, whose address is **3911 MALLARD POINT DRIVE, ANACORTES, WA 98221** ("Grantor") and **PEOPLES BANK**, whose address is **MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273** ("Lender").

UNRECORDED DOCUMENT

**MODIFICATION OF DEED OF TRUST**

Loan No: 5716351-1

(Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 2, 2009 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

A DEED OF TRUST DATED JUNE 2, 2009 AND RECORDED JUNE 2, 2009 UNDER AUDITOR'S FILE NO. 200906020090, 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 5, "PLAT OF STITTWOOD DIV. NO. 1," as per plat recorded in Volume 11 of Plats, page 47, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington  
The Real Property or its address is commonly known as 3911 MALLARD POINT DRIVE, ANACORTES, WA 98221.  
The Real Property tax identification number is 4343-000-005-0003.

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

LOWER THE CREDIT LIMIT AMOUNT FROM \$15,000.00 TO \$9,500.00.

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 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 NOVEMBER 18, 2010.

GRANTOR:

X Eldon L. Johnson  
ELDON L. JOHNSON

X Daphne E. Johnson  
DAPHNE E. JOHNSON

LENDER:

PEOPLES BANK  
X [Signature]  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

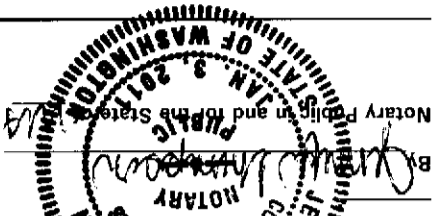
STATE OF WA

COUNTY OF Skagit

)  
) SS  
)

On this day before me, the undersigned Notary Public, personally appeared ELDON L. JOHNSON and DAPHNE E. JOHNSON, personally known to me on the basis of satisfactory evidence to be the individuals described in and to the 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 office this \_\_\_\_\_ day of \_\_\_\_\_, 2010.  
Residing at Mt Vernon  
My commission expires 11/31/2011



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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5716351-1

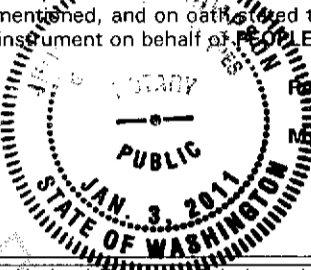
Page 3

LENDER ACKNOWLEDGMENT

STATE OF WA )  
 ) SS  
COUNTY OF Skagit )

On this 6th day of December, 20 10, before me, the undersigned Notary Public, personally appeared Dennis Boe and personally known to me or proved to me on the basis of satisfactory evidence to be the VP, 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 Jennifer Shoup Residing at Mt Vernon  
Notary Public in and for the State of WA My commission expires 1-3-11



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