



201102040068

Skagit County Auditor

2/4/2011 Page

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5 1:27PM

AFTER RECORDING MAIL TO:

Name HOMESTREET BANK
Address 2000 TWO UNION SQUARE
City / State 601 UNION STREET
SEATTLE WA 98101

POOR ORIGINAL**Document Title(s):** (or transactions contained therein)

1. MODIFICATION OF DEED OF TRUST
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:200807110054☐ Additional numbers on page _____ of document

GUARDIAN NORTHWEST TITLE CO.

101255-3**Grantor(s):** (Last name first, then first name and initials)

1. DAVIDSON, DOUGLAS T.
- 2.
3. DAVIDSON, JUDITH E.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. HOMESTREET BANK
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)LOTS 1-4 & 23-26 BLK 211 FIDALGO CITY☐ Complete legal description is on page _____ of document**Assessor's Property Tax Parcel / Account Number(s):**P73322

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Return To:
HOMESTREET BANK
2000 TWO UNION SQUARE
601 UNION STREET
SEATTLE, WA 98101
ATTN: CHIQUITA HENDERSON

Assessor's Parcel or Account Number: P73322, 4101-211-026-0003

Reference Nos. of Related Documents:

Abbreviated Legal Description: Lot 1 through 4, and Lots 23 through 26, Block 211, FIDALGO CITY

Loan Number: 427887

MODIFICATION of DEED of TRUST

GUARDIAN NORTHWEST TITLE CO. 1012553

This Modification of Deed of Trust Agreement ("Agreement"), made this 19th day of January, 2011 between Douglas T. Davidson and Judith E. Davidson, husband and wife ("Borrower(s)") and HOMESTREET BANK ("Lender"), and Mortgage Electronic Recordings Systems, Inc., a Delaware corporation and nominee for Lender ("MERS"). Amends and supplements the Deed of Trust dated July 7, 2008 and recorded in Book or Liber , at page(s) , under AUDITOR'S File No. 200807110054, records of Skagit County, State of Washington, as may have been amended by any prior amendments or modifications thereto (the "Security Instrument"). The Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Premises," located at 6065 Central Avenue, Anacortes, WA 98221 the real property described being set forth as follows: See Attached Schedule "C"

On this date Borrower and Lender have entered into a Change in Terms Agreement and Disclosure Statement, amending the Note (as defined in the Security Instrument). In consideration of the mutual promises and agreements exchanged, the parties hereto agree that the Security Instrument is amended as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

The principal amount of the Note which the Security Instrument secures is changed to \$257,300.00, or so much thereof as may be advanced and readvanced from time to time.

Except as expressly modified above, the Security Instrument remains unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to require strict performance of the Security Instrument as changed herein, nor obligate Lender to make any future modifications. Nothing in this Agreement shall be understood or construed to be a satisfaction, release, or waiver in whole or in part of any provision of the Note or Security Instrument. It is the intention of Lender to retain as liable all parties to the Security Instrument 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 Agreement. Except as otherwise expressly stated, terms not defined in this Agreement have the same meaning as defined in the Security Instrument, as amended hereby.

THE UNDERSIGNED ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND EXPRESSLY AGREE TO THE TERMS HEREIN.

GRANTOR:


Douglas T. Davidson



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GRANTOR:

Judith E. Davidson
Judith E. Davidson

LENDER:

HOMESTREET BANK A WASHINGTON STATED CHARTERED SAVINGS BANK, and

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation and Nominee for Lender

X

[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF HAWAII

COUNTY OF KAUAI

On this day personally appeared McDouglas T. Davidson and Judith E. Davidson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 28th day of JANUARY, 2011.

By John E. Smith Residing at Lihue, Hawaii
Refonso Mendez Jr
Notary Public in and for the State of HAWAII My commission expires 5 JULY 2013

LENDER ACKNOWLEDGEMENT

State of Washington
County of King SS.

On this 19th day of January, 2011, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Smith, to me known to be the Assistant Vice President of HomeStreet Bank and Assistant Secretary of Mortgage Electronic Recording Systems, Inc. the entities that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

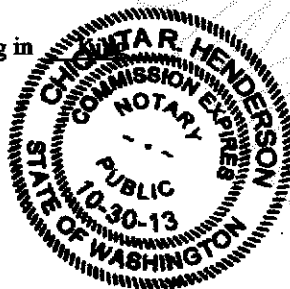
WITNESS my hand and official seal hereto affixed the day and year first above written.

Chiquita Henderson

Printed Name: Chiquita Henderson

Notary Public in and for the State of Washington, residing in

My commission expires: 10/30/2013



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Skagit County Auditor

GRANTOR:

Judith E. Davidson

LENDER:

HOMESTREET BANK A WASHINGTON STATED CHARTERED SAVINGS BANK, and

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation and Nominee for Lender

X

Authorized Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____;

COUNTY OF _____;

On this day personally appeared before me Douglas T. Davidson and Judith E. Davidson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this _____ day of _____, _____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGEMENT

State of Washington

County of King SS.

On this 19th day of January, 2011, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Smith, to me known to be the Assistant Vice President of HomeStreet Bank and Assistant Secretary of Mortgage Electronic Recording Systems, Inc. the entities that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Chiquita Henderson

Printed Name: Chiquita Henderson

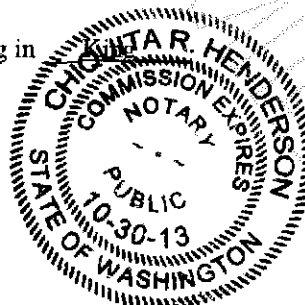
Notary Public in and for the State of Washington, residing in

My commission expires: 10/30/2013



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Skagit County Auditor



Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lots 1 through 4, inclusive, and Lots 23 through 26, inclusive, Block 211, "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington;

TOGETHER WITH all of the vacated alley lying between said lots;

TOGETHER WITH the West ½ of vacated Carlyle Street adjacent to Lots 1 through 4, inclusive;

TOGETHER WITH the East ½ of vacated Fairview Avenue adjacent to Lots 23 through 25, inclusive;

TOGETHER WITH the West 40 feet of that portion of the East ½ of vacated Fairview Avenue, lying between the South line of Lot 14, extended Westerly and the North line of Lot 22, extended Westerly, in Block 211 of said plat.



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