

RETURN ADDRESS:

1ST SECURITY BANK OF
WASHINGTON
Construction Lending
6920 220th St SW #202
Mountlake Terrace, WA
98043



201211060070

Skagit County Auditor

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CHICAGO TITLE

620014388

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): #5150555930 - #201201310068

Additional on page ____

Grantor(s):

1. Mariner, David M.
2. Mariner, Kathryn R.

Grantee(s)

1. 1ST SECURITY BANK OF WASHINGTON

Legal Description: LOT 15, CANDLE RIDGE, SKAGIT COUNTY, WASHINGTON

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Assessor's Tax Parcel ID#: P104255 and 4610-000-015-0004

THIS MODIFICATION OF DEED OF TRUST dated October 10, 2012, is made and executed between David M. Mariner, as his separate estate, and Kathryn R. Mariner, who appears on Title as Kathryn R. Vlahovich, as her separate estate, whose address is 3603 Broadway Street, Mount Vernon, WA 98274. ("Grantor") and 1ST SECURITY BANK OF WASHINGTON, whose address is Construction Lending, 6920 220th St SW #202, Mountlake Terrace, WA 98043 ("Lender").

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

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 25, 2012 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded January 31, 2012 in Skagit County, Washington, under recording number 201201310068.

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

LOT 15, PLAT OF CANDLE RIDGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 3603 Broadway Street, Mount Vernon, WA 98274. The Real Property tax identification number is P104255 and 4610-000-015-0004.

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

This Line of Credit is hereby increased to \$230,000.00. All other terms and conditions remain unchanged.

Note: The word "Note" means the promissory note dated January 25, 2012, in the original amount of \$150,000.00 is hereby amended to \$230,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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 endorers 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.

NOTICE OF FINAL AGREEMENT. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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 10, 2012.

GRANTOR:

X

David M. Mariner

X

Kathryn R. Mariner

LENDER:

1ST SECURITY BANK OF WASHINGTON

X

Dennis O'Leary, Senior Vice President



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Skagit County Auditor

MODIFICATION OF DEED OF TRUST
(Continued)

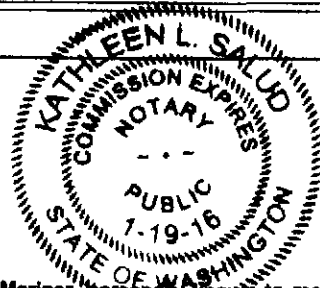
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

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On this day before me, the undersigned Notary Public, personally appeared David M. Mariner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of October, 20 12

By Kathleen L Salud

Residing at Kent, WA

Notary Public in and for the State of WA

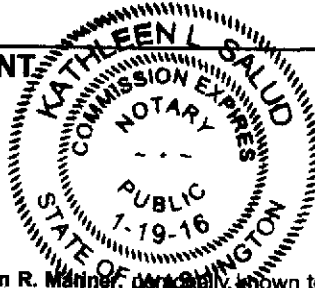
My commission expires 1/19/16

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

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On this day before me, the undersigned Notary Public, personally appeared Kathryn R. Mariner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of October, 20 12

By Kathleen L Salud

Residing at Kent, WA

Notary Public in and for the State of WA

My commission expires 1/19/16



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Skagit County Auditor

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Snohomish

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On this 5th day of November, 20 12, before me, the undersigned Notary Public, personally appeared Dennis O'Leary and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior Vice President, authorized agent for **1ST SECURITY BANK OF WASHINGTON** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **1ST SECURITY BANK OF WASHINGTON**, authorized by **1ST SECURITY BANK OF WASHINGTON** 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 that he or she executed this said instrument on behalf of **1ST SECURITY BANK OF WASHINGTON**.

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

Residing at Edmonds
My commission expires 11/01/14

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