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Kathy Hill, Skagit County Auditor
3/27/2000 Page 1 of 3 3:49:09PM

RETURN ADDRESS:

Whidbey Island Bank
1381 SW Barlow St, Suite
1
Oak Harbor, WA 98277

LAND TITLE COMPANY OF SKAGIT COUNTY

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): P-89988

Additional on page _____

Grantor(s):

1. Holt, Dean M.
2. Holt, Mary M.

Grantee(s)/Assignee/Beneficiary

Whidbey Island Bank, Beneficiary
Land Title Co., Trustee

Legal Description: Ptn of NW1/4 of SE1/4, 29-34-4 E W.M.

Additional on page _____

Assessor's Tax Parcel ID#: 340429-0-021-0008 & 340429-0-067-0003

THIS MODIFICATION OF DEED OF TRUST dated March 24, 2000, is made and executed between Dean M. Holt and Mary M. Holt; husband and wife ("Grantor") and Whidbey Island Bank, Burlington Office, 1800 S. Burlington Ave., P.O. Box 302, Burlington, WA 98233 ("Lender").

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

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 14, 1999 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded June 15, 1999 under file #9906150097 in the office of the Skagit County Auditor, Book 2005 and Page 0359.

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

See Schedule "A-1", 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 SW Corner of Blackburn and 18th St., Mount Vernon, WA 98273. The Real Property tax identification number is 340429-0-021-0008 & 340429-0-067-0003.

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

Principal Increase to \$1,950,000.00.

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 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 MARCH 24, 2000.

GRANTOR:

x *DMH*
Dean M. Holt, Individually

x *M Holt*
Mary M. Holt, Individually

LENDER:

x *[Signature]*
Authorized Officer

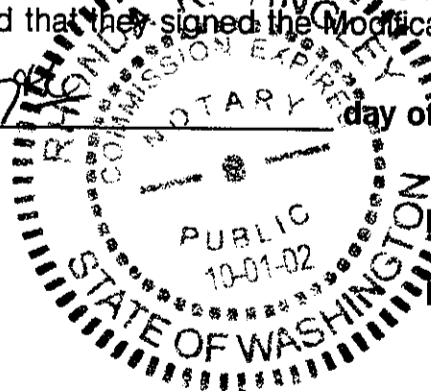
INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day before me, the undersigned Notary Public, personally appeared **Dean M. Holt and Mary M. Holt**, personally known to me or proved 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 27th day of March, 2000

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



Residing at Burlington
My commission expires 10-1-02



MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 27th day of March, 20 00, before me, the undersigned Notary Public, personally appeared RE Blomberg and personally known to me or proved to me on the basis of satisfactory evidence to be the Senior Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 the seal affixed is the corporate seal of said Lender.

By Shonda H. Tuley Residing at Burlington
Notary Public in and for the State of WA My commission expires 10-1-02

