

**RETURN ADDRESS:**  
First Heritage Bank  
Loan Servicing Center  
PO Box 970  
Monroe, WA 98272



200309110052  
Skagit County Auditor

9/11/2003 Page 1 of 3 11:30AM

**CHICAGO TITLE CO.**

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): C25144 ✓ Additional on page \_\_\_\_\_

Grantor(s):  
1. Repman, Douglas B.

Grantee(s)  
1. First Heritage Bank

Legal Description: Lot 17 through 23, Blk 24, THE HAMILTON TOWNSITE COMPANY'S  
SECOND ADDITION TO THE TOWN OF HAMILTON Additional on page \_\_\_\_\_

Assessor's Tax Parcel ID#: 4113-024-023-0009

**THIS MODIFICATION OF DEED OF TRUST dated September 5, 2003, is made and executed between Douglas B. Repman; As his separate estate ("Grantor") and First Heritage Bank, Snohomish Branch, PO Box 550, 167 Lincoln Avenue, Snohomish, WA 98291-0550 ("Lender").**

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6076400011

Page 2

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 18, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded December 24, 2002 in Skagit County, Washington under Auditor's File Number 200212240161.

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

Lots 17 through 23, Block 24, THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, according to the plat thereof, recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

Situated in Skagit County, Washington.

The Real Property or its address is commonly known as 755 Cumberland Street, Hamilton, WA 98255. The Real Property tax identification number is 4113-024-023-0009

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

Rate change from Variable: Prime + 1% to Fixed at 6%; Principal increased from \$96,388.22 to \$122,000.00.

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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 SEPTEMBER 5, 2003.

GRANTOR:

x Douglas B. Repman  
Douglas B. Repman

LENDER:

x [Signature]  
Authorized Officer

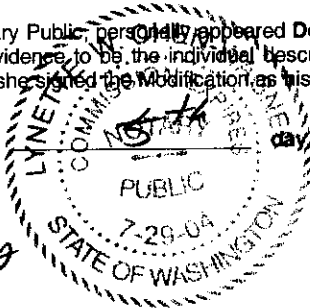
INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOTWOMISH )

On this day before me, the undersigned Notary Public, personally appeared Douglas B. Repman, 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 5th day of SEPTEMBER, 2003

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



Residing at SNOTWOMISH  
My commission expires 7-29-04



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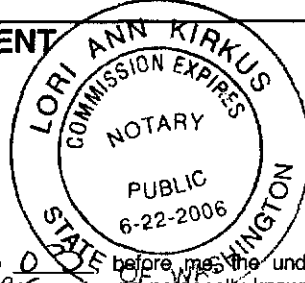
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6076400011

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 )  
 ) SS  
COUNTY OF Snohomish )



On this 8th day of September, 2006, before me, the undersigned Notary Public, personally appeared Kynette Chen-Wagner and personally known to me or proved to me on the basis of satisfactory evidence to be the 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 Lori Ann Kirkus  
Notary Public in and for the State of Washington

Residing at Snohomish  
My commission expires 6-22-06



200309110052  
Skagit County Auditor

9/11/2003 Page 3 of 3 11:30AM