

**RETURN ADDRESS:**  
PEOPLES BANK  
MOUNT VERNON OFFICE  
1801 RIVERSIDE DRIVE  
MOUNT VERNON, WA  
98273



200309250073  
Skagit County Auditor

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FIRST AMERICAN TITLE CO

**MODIFICATION OF DEED OF TRUST**

B69074

Reference # (if applicable): 200205230112

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

Grantor(s):

1. HANSELL / MITZEL, LLC

Grantee(s)

1. PEOPLES BANK

Legal Description: LOTS 13 AND 24, "NOOKACHAMPS HILL PUD  
PHASE I:

Additional on page 2

Assessor's Tax Parcel ID#: PARCEL B: 4722-000-013-0000 (P113853); AND PARCEL D:  
4722-000-024-0000 (P113865)

**THIS MODIFICATION OF DEED OF TRUST** dated September 10, 2003, is made and executed between HANSELL / MITZEL, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 1369 PACIFIC PLACE, BURLINGTON, WA 98233 ("Grantor") and PEOPLES BANK, MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

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

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 6, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**RECORDED MAY 23, 2002, UNDER RECORDING NUMBER 200205230112 IN 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:

PARCEL "B":  
LOT 13, NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1", AS FILED IN VOLUME 17 OF PLATS, PAGES 26-31, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "D":  
LOT 24, NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1", AS FILED IN VOLUME 17 OF PLATS, PAGES 26-31, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 17056 TROUT DRIVE & 18189 COHO COURT, MOUNT VERNON, WA 98274. The Real Property tax identification number is PARCEL B: 4722-000-013-0000 (P113853); AND PARCEL D: 4722-000-024-0000 (P113865)

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

**THIS MODIFICATION OF DEED OF TRUST AMENDS THE DEED OF TRUST DATED MAY 6, 2002 WITH THE FOLLOWING AMENDMENTS:**

THE WORD "NOTE" MEANS THE PROMISSORY NOTES DATED MAY 6, 2002 AND SEPTEMBER 10, 2003 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

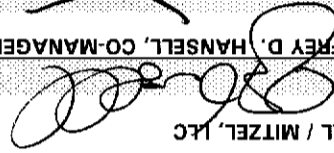
THE PRINCIPAL AMOUNT IS \$875,000.00 FOR NOTE 5016207-201 AND \$212,000.00 FOR NOTE 5016207-206 WHICH INCLUDES A NEW ADVANCE OF \$212,000.00.

**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 endorser, 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 SEPTEMBER 10, 2003.**

**GRANTOR:**

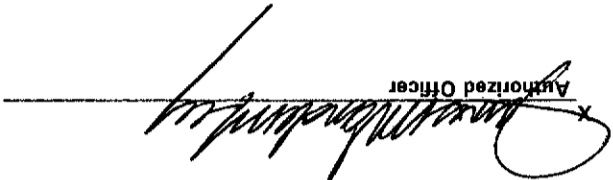
HANSELL / MITZEL, LLC



BY: JEFFREY D. HANSELL, CO-MANAGER OF HANSELL / MITZEL, LLC

BY: DAN R. MITZEL, CO-MANAGER OF HANSELL / MITZEL, LLC

**LENDER:**



Authorized Officer

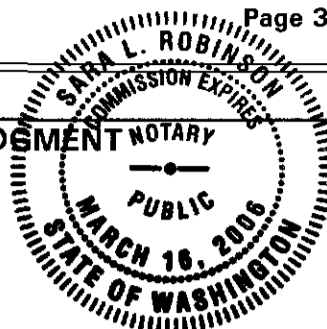


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MODIFICATION OF DEED OF TRUST  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

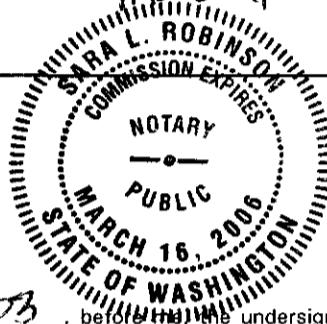


On this 15 day of September, 2003, before me, the undersigned Notary Public, personally appeared JEFFREY D. HANSELL, CO-MANAGER and DAN R. MITZEL, CO-MANAGER of HANSELL / MITZEL, LLC, and personally known to me or proved to me on the basis of satisfactory evidence to be of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Sara L. Robinson Residing at Sedro-Walley WA  
Notary Public in and for the State of WA My commission expires March 16, 2006

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 15 day of September, 2003, before me, the undersigned Notary Public, personally appeared James M. Vanderwey 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 Sara L. Robinson Residing at Sedro-Walley WA  
Notary Public in and for the State of WA My commission expires March 16, 2006

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