

**RETURN ADDRESS:**

Peoples Bank  
Loan Services Department  
P.O. Box 233  
Lynden, WA 98264



200310150035  
Skagit County Auditor

10/15/2003 Page 1 of 3 11:25AM

**CHICAGO TITLE CO.**

C28988 ✓

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200211200072 Additional on page     

Grantor(s):  
1. Keller II, Kenneth Kay

Grantee(s)  
1. PEOPLES BANK

Legal Description: PTN. TRACT 14, PLAT OF THE BURLINGTON  
ACREAGE PROPERTY Additional on page 2

Assessor's Tax Parcel ID#: 3867-000-014-0307 (P62371)

**THIS MODIFICATION OF DEED OF TRUST dated October 10, 2003, is made and executed between Kenneth Kay Keller II, as his separate estate, whose address is 11167 Peter Anderson Road, Burlington, WA 98233 ("Grantor") and PEOPLES BANK, BURLINGTON OFFICE, 757 HAGGEN DRIVE, BURLINGTON, WA 98233 ("Lender").**

UNRECORDED DOCUMENT

**MODIFICATION OF DEED OF TRUST**

Loan No: 5023227-102

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated November 15, 2002 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

**A DEED OF TRUST DATED NOVEMBER 15, 2002 AND RECORDED NOVEMBER 20, 2002 UNDER AUDITOR'S FILE NO. 200211200072 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:

THE WESTERLY ONE-HALF ACRE OF THE FOLLOWING DESCRIBED PORTION OF TRACT 14, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON;

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 14 AND THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE GREAT NORTHERN RAILWAY COMPANY;

THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 132 FEET (8 RODS);

THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID RAILWAY RIGHT-OF-WAY TO THE NORTH LINE OF SAID TRACT 14;

THENCE WEST ALONG SAID NORTH LINE TO SAID SOUTHERLY LINE OF SAID RAILWAY RIGHT-OF-WAY;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE PLACE OF BEGINNING;

BEING THOSE PREMISES RESERVED IN DEED FROM HARRY L. JEWELL TO LARS O. LARSEN, DATED MAY 15, 1944, RECORDED MAY 20, 1944, IN VOLUME 193 OF DEEDS, PAGE 460, UNDER AUDITOR'S FILE NO. 371667, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 11167 Peter Anderson Road, Burlington, WA 98233. The Real Property tax identification number is 3867-000-014-0307 (P62371).

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATE OCTOBER 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.

INCREASE THE PRINCIPAL AMOUNT FROM \$6,500.00 TO \$30,000.00.

**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 OCTOBER 10, 2003.**

GRANTOR:

X K K K &  
Kenneth Kay Keller II, Individually

LENDER:

X Ann Pitt  
Authorized Officer



200310150035  
Skagit County Auditor

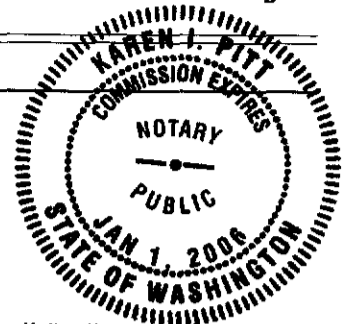
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5023227-102

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this day before me, the undersigned Notary Public, personally appeared **Kenneth Kay Keller II**, 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 10<sup>th</sup> day of October, 2003

By Karen I Pitt Residing at Burlington  
Notary Public in and for the State of Washington My commission expires 1-1-06

LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_, 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 \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



200310150035  
Skagit County Auditor