

**RETURN ADDRESS:**

Whidbey Island Bank  
P.O. Box 1589  
Oak Harbor, WA 98277

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200402040109

Skagit County Auditor

2/4/2004 Page

1 of

3 3:20PM

110577-SS

LAND TITLE OF SKAGIT COUNTY

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): \_\_\_\_\_

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

Grantor(s):

1. COOK JR, RANDALL J
2. COOK, LENORA F

Grantee(s)

1. Whidbey Island Bank

Legal Description: LOT 1, EAGLEMONT PH. 1C.

Additional on page 2

Assessor's Tax Parcel ID#: 4744-000-001-0000

THIS MODIFICATION OF DEED OF TRUST dated January 26, 2004, is made and executed between RANDALL J. COOK, JR. and LENORA F. COOK; husband and wife ("Grantor") and Whidbey Island Bank, Anacortes Office, 2202 Commercial Ave., P.O. Box 320, Anacortes, WA 98221 ("Lender").

UNRECORDED DOCUMENT

MODIFICATION OF DEED OF TRUST (Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 15, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

RECORDED ON JULY 21, 2003 AT SKAGIT COUNTY AUDITOR'S OFFICE UNDER NUMBER 200307210333.

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

LOT 1, "EAGLEMONT PHASE 1C," AS PER PLAT RECORDED ON FEBRUARY 1, 2000, UNDER AUDITOR'S FILE NO. 200002010036, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 4011 DOGWOOD PLACE, MOUNT VERNON, WA 98274-8748. The Real Property tax identification number is 4744-000-001-0000

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

PRINCIPAL INCREASE.

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 makers, 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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 26, 2004.

GRANTOR:

RANDALL J COOK JR X

LENORA F COOK X

LENDER:

Authorized Officer X

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA

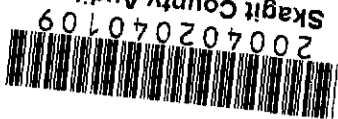
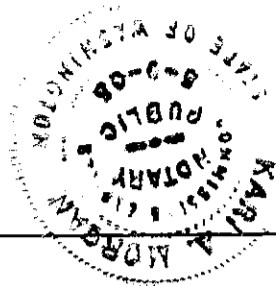
COUNTY OF SKAGIT

) SS

On this day before me, the undersigned Notary Public, personally appeared RANDALL J COOK JR and LENORA F COOK, husband and wife, 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 28th day of Jan. 2004. Residing at Skagit My commission expires 5-9-05

Notary Public in and for the State of WA

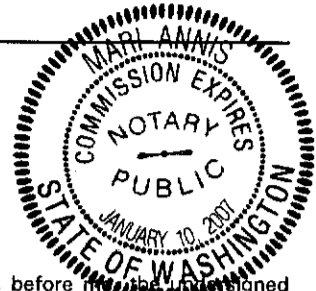


Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF WA )  
 ) SS  
COUNTY OF SKAGIT )



On this 28 day of JAN, 20 04, before me, the undersigned Notary Public, personally appeared KARL MUMFORD and personally known to me or proved to me on the basis of satisfactory evidence to be the OFFICER, 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 Mari Annis,  
Notary Public in and for the State of WA

Residing at Burlington WA  
My commission expires 1/10/07

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Skagit County Auditor