

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



200506150016  
Skagit County Auditor

6/15/2005 Page 1 of 3 11:19AM

CHICAGO TITLE C30048 ✓

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200403160049

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

Grantor(s):

1. RUBICON DEVELOPMENT, L.L.C.

Grantee(s)

1. PEOPLES BANK

Legal Description: LOT C16, MADDOX CREEK P.U.D. PHASE 3

Additional on page 2

Assessor's Tax Parcel ID#: 4756-003-016-0000 (P117009)

**THIS MODIFICATION OF DEED OF TRUST dated June 9, 2005, is made and executed between between RUBICON DEVELOPMENT, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, whose address is 310 Cascade Pl, Burlington, WA 98233-3129 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").**

**MODIFICATION OF DEED OF TRUST**

Loan No: 5025976-204

(Continued)

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated March 12, 2004 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

**RECORDED MARCH 16, 2004 UNDER AUDITOR'S FILE NO. 200403160049 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:

LOT C16, MADDOX CREEK P.U.D., PHASE 3, RECORDED AUGUST 14, 2000, UNDER AUDITOR'S FILE NO. 200008140137, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN SKAGIT COUNTY, WASHINGTON

The Real Property or its address is commonly known as 3301 PARK LANE, MOUNT VERNON, WA 98273. The Real Property tax identification number is 4756-003-016-0000 (P117009)

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

**2004 WITH THE FOLLOWING AMENDMENTS:**

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED JUNE 9, 2005 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 \$768,750.00, WHICH INCLUDES A NEW ADVANCE OF \$108,750.00.

**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 endorses 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.

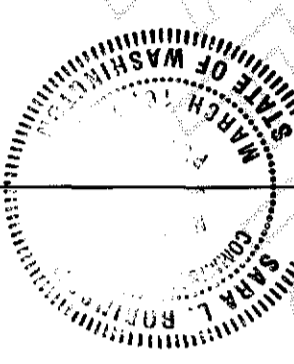
**GRANTOR:**

RUBICON DEVELOPMENT, L.L.C.  
By: [Signature]  
ROBERT H. RUBY, MANAGING MEMBER of RUBICON DEVELOPMENT, L.L.C.

**LENDER:**

PEOPLES BANK  
Authorized Officer [Signature]

**CORPORATE ACKNOWLEDGMENT**



STATE OF Washington  
COUNTY OF Skagit

On this 13 day of June, 2005, before me, the undersigned Notary Public, personally appeared **ROBERT H. RUBY, MANAGING MEMBER of RUBICON DEVELOPMENT, L.L.C.**, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Modification, by authority of its Bylaws or by resolution of its board of directors, for the voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]  
Notary Public in and for the State of WA  
Residing at [Signature]  
My commission expires March 14, 2007

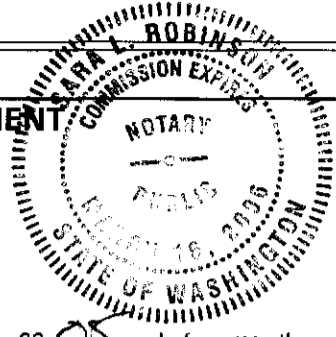
MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5025976-204

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LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 13 day of June, 2005, before me, the undersigned Notary Public, personally appeared James M. Vaneman 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  
Notary Public in and for the State of WA

Residing at Sedro Woolley WA  
My commission expires March 16, 2006

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