

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Gabriel S. Rosenthal
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



200506290035
Skagit County Auditor

6/29/2005 Page 1 of 4 10:22AM

FIRST AMENDMENT TO DEED OF TRUST

Grantor:	1) <u>ALAN L. THOMAS</u>	2) <u>BRENDA S. THOMAS</u>
Grantee:	1) <u>ABBOTT GORDON THOMAS REVOCABLE TRUST UA MAY 1999</u>	
Legal Description (abbreviated):	<u>Section 2, Township 35, Range 4; NE-SW</u>	
<input checked="" type="checkbox"/> Additional on:	<u>EXHIBIT A</u>	
Assessor's Tax Parcel ID #:	<u>P35646</u>	
Reference Nos. of Documents Released or Assigned:	<u>200409270185</u>	

THIS FIRST AMENDMENT TO DEED OF TRUST ("First Deed of Trust Amendment") is made as of this 23rd day of June, 2005, by and among ALAN L. and BRENDA S. THOMAS, husband and wife, as grantors ("Borrower" herein), whose address is 22408 Bridgewater Road, Sedro Woolley, Washington 98284-7853; in favor of Hillis Clark Martin & Peterson, as trustee ("Trustee"), whose address is 500 Galland Building, 1221 Second Avenue, Seattle, Washington 98101-2925; for the benefit of ABBOTT GORDON THOMAS REVOCABLE TRUST UA May 1999, as Beneficiary ("Lender" herein), whose address is 8180 Vernon Street, Rockford, Minnesota 55373.

RECITALS

A. Borrower obtained a loan from Lender (the "Loan") pursuant to the terms of a Promissory Note dated September 21, 2004, in the original principal amount of \$258,321.12 (the "Note"). Borrower's obligations under the Note are secured by a Deed of Trust dated as of September 21, 2004, and recorded in the Official Records of Skagit County, Washington on September 27, 2004, under Instrument No. 200409270185 (the

“Deed of Trust”). The Deed of Trust encumbers certain real property in Skagit County, Washington, legally described on Exhibit A, attached hereto and incorporated herein by this reference, together with any improvements on such real property and certain personal property (collectively, the “Property”). The Note, Deed of Trust, and all other documents evidencing or securing the Loan are referred to herein collectively as the “Loan Documents.”

B. Borrower has requested that Lender agree to an increase in the principal amount of the Loan and make certain other modifications to the terms and conditions as more specifically provided in that certain Replacement Promissory Note executed by Borrower concurrently herewith (the “Replacement Note”).

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. **TERMINOLOGY.** The terms used in this First Deed of Trust Amendment shall have the same meanings as in the Deed of Trust, unless a different meaning is required by the context hereof.

2. **AMENDMENTS TO DEED OF TRUST.**

2.1 **Amendment to Loan Documents.** The Deed of Trust is hereby amended and modified to secure, without limitation, the making of all payments and the performance of all obligations under the terms of the Loan Documents, as amended pursuant to the Replacement Note executed concurrently herewith. Among other changes contained in the Replacement Note, Borrower and Lender have agreed (i) to increase of the maximum Loan Amount to \$304,821.12 and (ii) to make certain other modifications to the terms of the Loan Documents as more specifically described in the Replacement Note.

2.2 **Lien Priority.** The Property shall remain and continue in all respects subject to the Deed of Trust, and nothing in this First Deed of Trust Amendment or done pursuant to this First Deed of Trust Amendment shall affect or be construed to affect Lender’s lien priority with respect to the Property.

3. **BINDING EFFECT.** This First Deed of Trust Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

4. **APPLICABLE LAW.** This First Deed of Trust Amendment is to be construed in all respects and enforced according to the laws of the State of Washington.



EXECUTED as of the day and year first above written.

BORROWER/GRANTORS:

Alan L. Thomas
ALAN L. THOMAS

Brenda S. Thomas
BRENDA S. THOMAS

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me ALAN L. THOMAS and BRENDA S. THOMAS, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of June, 2005.

NOTARY PUBLIC
STATE OF WASHINGTON
PAMELA G. ALDRIDGE
My Appointment Expires May 30, 2005

Pamela G. Aldridge
Printed Name Pamela G. Aldridge
NOTARY PUBLIC in and for the State of Washington,
residing at Sedro Woolley
My Commission Expires 11/20/2005



EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 35 North, Range 4 East, W.M., EXCEPT mineral rights as reserved by Deed recorded June 17, 1952 under Auditor's File No. 476723, records of Skagit County, Washington.

Parcel "B":

An easement for ingress, egress, road right-of-way purposes and utilities recorded November 12, 2003 under Auditor's File No. 200311120047.

