



200510030142

Skagit County Auditor

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When recorded mail to:  
FIRST AMERICAN TITLE INSURANCE  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FT1120

80716730  
**MODIFICATION AND EXTENSION  
OF PROMISSORY NOTE/DEED OF TRUST**

GRANTOR(S): DEAN E. SCHULDT HUSBAND  
LISA M. SCHULDT WIFE

GRANTEE ("Lender"): KeyBank National Association  
P.O. Box 16430  
Boise, ID 83715

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
2101 FOURTH AVENUE, SUITE 800 SEATTLE, WA 98121

ABBREVIATED LEGAL DESCRIPTION:

tract 105, chestnut big lake tracts, Vol. 4 pg 49  
(Additional legal description on page 2)  
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P64465  
REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200407020053

| BORROWER                                       |                    |
|--|--------------------|
| DEAN E. SCHULDT<br>LISA M. SCHULDT             |                    |
| ADDRESS  |                    |
| 17340 LAKE VIEW BLVD<br>MOUNT VERNON, WA 98274 |                    |
| TELEPHONE NO.                                  | IDENTIFICATION NO. |

**THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST**, dated the 19th day of September 2005, is executed by and between the parties identified above and KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144  
("Lender").

A. On June 25, 2004, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of one hundred thousand and 00/100 Dollars (\$ 100,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on July 02, 2004 in Book N/A at Page N/A in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

The maturity date of the Note is extended to \_\_\_\_\_, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of \_\_\_\_\_, the unpaid principal balance due under the Note was \$ \_\_\_\_\_, and the accrued and unpaid interest on that date was \$ \_\_\_\_\_. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of one hundred thousand and 00/100 dollars (\$100,000.00) is hereby increased to two hundred four thousand and 00/100 dollars (\$204,000.00), an increase of one hundred four thousand and 00/100 dollars (\$104,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

The following described real property located in the County of SKAGIT, State of Washington:

See Addendum A

**SCHEDULE B**

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.



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GRANTOR: DEAN E. SCHULDT

Dean E. Schuldt  
DEAN E. SCHULDT

GRANTOR: LISA M. SCHULDT

Lisa M. Schuldt  
LISA M. SCHULDT

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BORROWER: DEAN E. SCHULDT

*Dean E. Schuldt*

DEAN E. SCHULDT

BORROWER: LISA M. SCHULDT

*Lisa M Schuldt*

LISA M. SCHULDT

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LENDER:

KeyBank National Association



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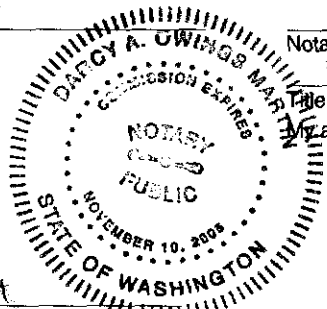
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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Dean E. Scholdt

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-19-05



Darcy A. Owings Martin  
Notary Public (Print Name)

Notary  
Title  
My appointment expires: 11-10-05

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Lisa M. Scholdt

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-19-05



Darcy A. Owings Martin  
Notary Public (Print Name)

Notary  
Title  
My appointment expires: 11-10-05

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
My appointment expires:

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
My appointment expires:



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EXHIBIT A

TRACT 65 OF "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, EXCEPT THE SOUTHEASTERLY 1.74 FEET THEREOF.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

TRACT 65, CHEASTYS BIG LAKE TCTS, VOL. 4, PG. 49.

Permanent Parcel Number: 3882-000-065-0009  
DEAN E. SCHULDT AND LISA M. SCHUDLT, HUSBAND AND WIFE

17340 LAKE VIEW BOULEVARD, MOUNT VERNON WA 98274  
Loan Reference Number : 052521144120C/052521144120c  
First American Order No: 8071673  
Identifier: FIRST AMERICAN EQUITY LOAN DIVISION



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