

**RETURN ADDRESS:**  
Whidbey Island Bank  
P.O. Box 1589  
Oak Harbor, WA 98277



200510270166  
Skagit County Auditor

10/27/2005 Page 1 of 3 3:32PM

LAND TITLE OF SKAGIT COUNTY

## MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 118663-PAS

Additional on page \_\_\_\_

Grantor(s):

1. KANE, DANA J

Grantee(s)

1. Whidbey Island Bank

Legal Description: LOT 62, SKYLINE #3

Additional on page 2

Assessor's Tax Parcel ID#: 3819 000 062 0000

**THIS MODIFICATION OF DEED OF TRUST dated October 21, 2005, is made and executed between between DANA J KANE, whose address is 5406 KINGSWAY, ANACORTES, WA 98221-3024 ("Grantor") and Whidbey Island Bank, whose address is Anacortes Office, 2202 Commercial Ave., P.O. Box 320, Anacortes, WA 98221 ("Lender").**

**MODIFICATION OF DEED OF TRUST**  
(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 3, 2004 (the "Deed of Trust") which has been recorded in ISLAND County, State of Washington, as follows:

RECORDED ON MAY 7, 2004 UNDER AUDITOR'S FILE NUMBER 200405070089.

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

LOT 62, "SKYLINE NO. 3," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 54 AND 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 5406 KINGSWAY, ANACORTES, WA 98221-3024. The Real Property tax identification number is 3819 000 062 0000.

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

INCREASE LINE FROM \$15,000.00 TO \$50,000.00, EFFECTIVE IMMEDIATELY.

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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 21, 2005.

GRANTOR:

*Dana J Kane*  
DANA J KANE

LENDER:

*[Signature]*  
WHIDBEY ISLAND BANK  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared DANA J KANE, 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 21st day of October, 2005.

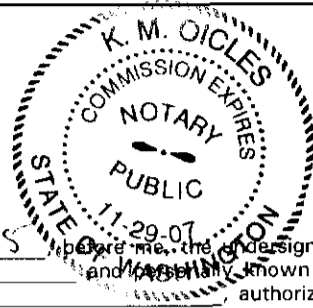
By *K.M. Oicles*  
Notary Public in and for the State of WA  
Residing at Anacortes, WA  
My commission expires 11-29-07



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )



On this 21st day of October, 2005, before me, the undersigned Notary Public, personally appeared Paul M. Zwickhorst and Kim Oicles, known to me or proved to me on the basis of satisfactory evidence to be the VP 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 Kim Oicles Residing at Anacortes, WA  
Kim Oicles My commission expires 11-29-07  
Notary Public in and for the State of WA



200510270166  
Skagit County Auditor