



200606080040

Skagit County Auditor

6/8/2006 Page 1 of 3 9:38AM

**RETURN ADDRESS:**

Horizon Bank  
CML % Lois Hicks  
2211 Rimland Dr, Ste 230  
Bellingham, WA 98226

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**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): 200505240105

Additional on page \_\_\_\_

Grantor(s):

1. C&R Construction & Development, Corporation

Grantee(s)

1. Horizon Bank

Legal Description: Lot 66, Nookachamp Hills PUD Phase 11A

Additional on page 2

Assessor's Tax Parcel ID#: 4821-000-066-0000

**THIS MODIFICATION OF DEED OF TRUST dated March 27, 2006, is made and executed between between C&R Construction & Development, Corporation, whose address is 18407 Majestic Ridge Lane, Mount Vernon, WA 98274; a Washington Corporation ("Grantor") and Horizon Bank, whose address is Cornwall Office, 1500 Cornwall/PO Box 580, Bellingham, WA 98227-0580 ("Lender").**

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

Loan No: 500000236

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**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated May 19, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded May 24, 2005, under Skagit County Auditor's File No. 200505240105.

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

Lot 66, "Plat of Nookachamp Hills PUD Phase 11A," as per plat recorded on September 15, 2003, under Auditor's file No. 200309150157, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

The Real Property or its address is commonly known as 23793 Kamloop Court, Mount Vernon, WA 98274. The Real Property tax identification number is 4821-000-066-0000.

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

The maturity date of May 1, 2006 referenced in above described Deed of Trust is hereby deleted in its entirety without substitution. The period of this Deed of Trust shall continue uninterrupted until re-conveyed by Lender to Grantor.

**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 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MARCH 27, 2006.**

GRANTOR:

**C&R CONSTRUCTION & DEVELOPMENT, CORPORATION**

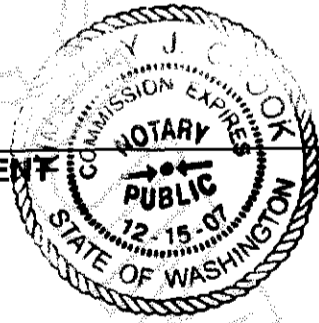
By: [Signature]  
Cameron R Cleeland, President of C&R Construction & Development, Corporation

By: [Signature]  
Mindy S Cleeland, Treasurer of C&R Construction & Development, Corporation

LENDER:

HORIZON BANK

x [Signature]  
Authorized Officer



**CORPORATE ACKNOWLEDGMENT**

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 8th day of May, 20 06, before me, the undersigned Notary Public, personally appeared **Cameron R Cleeland, President of C&R Construction & Development, Corporation**, 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 of Deed of Trust and acknowledged the Modification to be the free and 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 Mount Vernon  
My commission expires 12/15/07

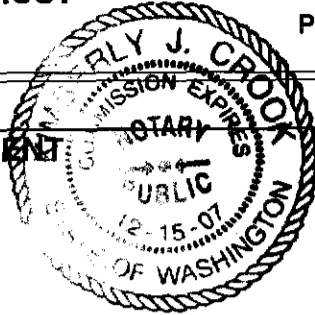


MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 5000000236

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CORPORATE ACKNOWLEDGMENT



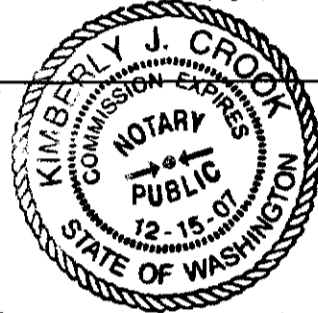
STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 8th day of May, 20 06, before me, the undersigned Notary Public, personally appeared Mindy S Cleeland, Treasurer of C&R Construction & Development, Corporation, 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 of Deed of Trust and acknowledged the Modification to be the free and 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 Kimberly J Crook  
Notary Public in and for the State of WA

Residing at Mount Vernon  
My commission expires 12/15/07

LENDER ACKNOWLEDGMENT



STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 8th day of May, 20 06, before me, the undersigned Notary Public, personally appeared Rebecca E Spark and personally known to me or proved to me on the basis of satisfactory evidence to be the AVP, 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 Kimberly J Crook  
Notary Public in and for the State of WA

Residing at Mount Vernon  
My commission expires 12/15/07



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