

RETURN ADDRESS:

Whidbey Island Bank
P.O. Box 1589
Oak Harbor, WA 98277



200703020127
Skagit County Auditor

3/2/2007 Page

1 of 3 3:32PM

LAND TITLE OF SKAGIT COUNTY

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 119609-S (01/24/06 AFN 200601240142) Additional on page ____

Grantor(s):

1. HENDERSON ATWOOD MILLER PARTNERSHIP
2. HENDERSON, MARGARET J
3. ATWOOD, JUDY B
4. MILLER, CHERIE

Grantee(s)

1. Whidbey Island Bank

Legal Description: LOT 13, HOPPER RD. BUSINESS PARK REV. BSP.

Additional on page ____

Assessor's Tax Parcel ID#: 8025-000-013-0000

THIS MODIFICATION OF DEED OF TRUST dated January 29, 2007, is made and executed between HENDERSON ATWOOD MILLER PARTNERSHIP, MARGARET J HENDERSON, JUDY B ATWOOD and CHERIE MILLER, whose address is 430 SHOSHONE DRIVE, MOUNT VERNON, WA 98273 ("Grantor") and Whidbey Island Bank, whose address is CL SKAGIT - 2, 321 SE PIONEER WAY, P.O. BOX 1589, OAK HARBOR, WA 98277 ("Lender").

MODIFICATION OF DEED OF TRUST

(Continued)

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 23, 2006 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED ON JANUARY 24, 2006 IN SKAGIT COUNTY UNDER AUDITOR'S FILE NUMBER 200601240142.

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

LOT 13, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN," RECORDED JANUARY 30, 2003, UNDER AUDITOR'S FILE NO. 200301300162, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 31 E MCCORQUEDALE ROAD, BURLINGTON, WA 98233. The Real Property tax identification number is 8025-000-013-0000.

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

DECREASE LOAN AMOUNT FROM \$1,666,000.00 TO \$852,502.59, TERM OUT LOAN BALANCE AND ADJUST INTEREST RATE.

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 endorser, 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 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 JANUARY 29, 2007.

GRANTOR:

HENDERSON ATWOOD MILLER PARTNERSHIP

By: *[Signature]*

LAWRENCE HENDERSON, General Partner of HENDERSON ATWOOD

MILLER PARTNERSHIP

By: *[Signature]*

CHARLES T ATWOOD, General Partner of HENDERSON ATWOOD

MILLER PARTNERSHIP

By: *[Signature]*

PATRICK D MILLER, General Partner of HENDERSON ATWOOD

MILLER PARTNERSHIP

[Signature]
MARGARET HENDERSON, Individually

[Signature]
JUDY B. ATWOOD, Individually

[Signature]
X CHERIE MILLER, Individually

LENDER:

WHIDBEY ISLAND BANK

[Signature]
X Authorized Officer



Skagit County Auditor

UNOFFICIAL COPY

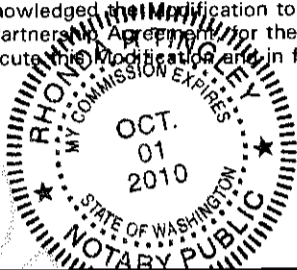
MODIFICATION OF DEED OF TRUST
(Continued)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 1st day of March, 2007, before me, the undersigned Notary Public, personally appeared **LAWRENCE HENDERSON, General Partner; CHARLES T ATWOOD, General Partner; PATRICK D MILLER, General Partner of HENDERSON ATWOOD MILLER PARTNERSHIP**, and personally known to me or proved to me on the basis of satisfactory evidence to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Rhonda R Tugley Residing at Burlington
Notary Public in and for the State of WA My commission expires 10-01-2010

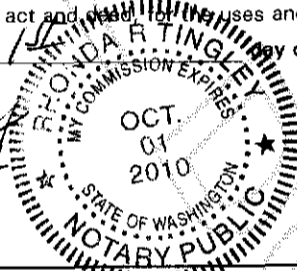


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this day before me, the undersigned Notary Public, personally appeared **MARGARET J HENDERSON; JUDY B ATWOOD; and CHERIE MILLER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of March, 2007
By Rhonda R Tugley Residing at Burlington
Notary Public in and for the State of WA My commission expires 10-1-10



LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 1st day of March, 2007, before me, the undersigned Notary Public, personally appeared **Tim Northrop** and personally known to me or proved to me on the basis of satisfactory evidence to be the 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 Rhonda R Tugley Residing at Burlington
Notary Public in and for the State of WA My commission expires 10-1-10



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Skagit County Auditor