

When recorded mail to:  
**FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120**



200707120076  
Skagit County Auditor

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## MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): PATRICK J. LOVING HUSBAND  
KARI B. LOVING WIFE

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

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

ABBREVIATED LEGAL DESCRIPTION:

*L15 Bay Hill Village Dvw 11*

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P104427

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200606230179

BORROWER	
PATRICK J. LOVING KARI B. LOVING	
ADDRESS	
12295 BAYHILL DR BURLINGTON, WA 98233	
TELEPHONE NO.	IDENTIFICATION NO.

*12553500*

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 26th day of June 2007, 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 02, 2006, 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 sixty five thousand four hundred and 00/100 Dollars (\$ 65,400.00), 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 June 23, 2006 in Book \_\_\_\_\_ at Page \_\_\_\_\_ 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:

*PR KJ*

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 sixty five thousand four hundred and 00/100 dollars (\$65,400.00) is hereby increased to ninety five thousand five hundred and 00/100 dollars (\$95,500.00), an increase of thirty thousand one hundred and 00/100 dollars (\$30,100.00).

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: PATRICK J. LOVING

*Patrick J. Loving*  
\_\_\_\_\_  
PATRICK J. LOVING

GRANTOR: KARI B. LOVING

*Kari B. Loving*  
\_\_\_\_\_  
KARI B. LOVING

GRANTOR:

\_\_\_\_\_

GRANTOR:

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GRANTOR:

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BORROWER: PATRICK J. LOVING

*Patrick J. Loving*  
PATRICK J. LOVING

BORROWER: KARI B. LOVING

*Kari B. Loving*  
KARI B. LOVING

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LENDER:

KeyBank National Association



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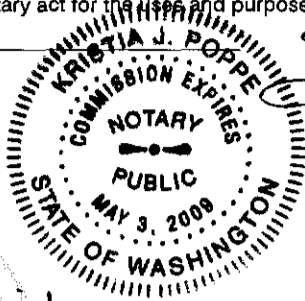
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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Patrick J. Loving

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: \_\_\_\_\_



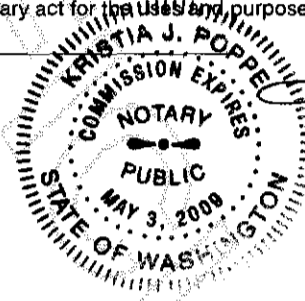
Kristia J. Poppe  
Notary Public (Print Name)  
Manager  
Title  
My appointment expires: May 3, 2009

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Kari B. Loving

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: \_\_\_\_\_



Kristia J. Poppe  
Notary Public (Print Name)  
Manager  
Title  
My appointment expires: May 3, 2009

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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ACAPS # 071761232250C; ALS # 473102298346

*[Handwritten initials]*

EXHIBIT A

LOT 15, "BAY HILL VILLAGE DIVISION II", AS PER PLAT RECORDED  
IN VOLUME 15 OF PLATS, PAGES 125 AND 126, RECORDS OF SKAGIT  
COUNTY, WASHINGTON.



SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 15 BAY HILL VILLAGE DIV II VOL 15 PGS 125-126

Permanent Parcel Number: P104427  
PATRICK J. LOVING AND KARI B. LOVING, HUSBAND AND WIFE

12295 BAYHILL DRIVE, BURLINGTON WA 982332767  
Loan Reference Number : 21611644/071761232250C  
First American Order No: 12553533  
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

 LOVING  
12553533 WA  
FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT  


  
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