

**RETURN ADDRESS:**

Horizon Bank  
CML % Documentation  
Dept -NS  
2211 Rimland Dr, Suite  
230  
Bellingham, WA 98226



200808010063

Skagit County Auditor

8/1/2008 Page 1 of 5 11:53AM

**MODIFICATION OF DEED OF TRUST**

Reference # (if applicable): CMLG382 200601060146 Additional on page \_\_\_\_

Grantor(s):

- 1. Check, Timothy Sean
- 2. Takabe, Ayumi

GUARDIAN NORTHWEST TITLE CO.

M9220-2

Grantee(s)

- 1. Horizon Bank

**ACCOMMODATION RECORDING ONLY**

Legal Description: PARCEL "A": Lot 89, "BIG LAKE WATERFRONT TRACTS"

Additional on page \_\_\_\_

Assessor's Tax Parcel ID#: 3683-000-090-0019 (P62107)

**THIS MODIFICATION OF DEED OF TRUST dated July 30, 2008, is made and executed between Timothy S. Check and Ayumi Takabe; husband and wife ("Grantor") and Horizon Bank, whose address is Whatcom Commercial Center, 2211 Rimland Dr. Suite #230, Bellingham, WA 98226 ("Lender").**

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

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated December 28, 2005 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded January 6, 2006 in Skagit County, Washington, under Auditor's File No. 200601060146.

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

See See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 18835 W. Big Lake Boulevard, Mount Vernon, WA 98274-8397. The Real Property tax identification number is 3683-000-090-0019 (P62107).

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

**The Promissory Note has been changed from a Straight Line of Credit to a Single Pay Note.**

Definition of Note is hereby modified to be a Promissory Note dated July 30, 2008 in the amount of \$248,500.00 and a Promissory Note dated December 28, 2005 in the original amount of \$150,000.00, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Promissory Note or Agreement.

The Note dated July 30, 2008 is a renewal and replacement of Promissory Note from Borrower to Lender dated December 28, 2005 in the original amount of \$432,000.00. All references in the loan documents to the old Note shall be deemed to be a reference to the new Note.

**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.

**COUNTERPARTS.** This Agreement may be executed in a number of identical counterparts and by each party on a separate counterpart. If so executed, all of such counterparts shall collectively constitute one agreement.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accomodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**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 JULY 30, 2008.**

GRANTOR:

X T. Sean Check  
Timothy Sean Check

X Ayumi Takabe  
Ayumi Takabe



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Skagit County Auditor

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER:

HORIZON BANK

X [Signature]  
Authorized Officer



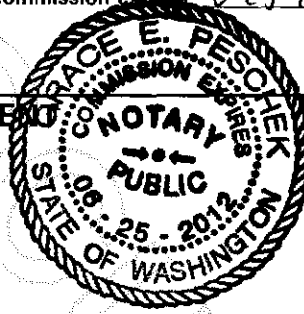
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Whatcom )

On this day before me, the undersigned Notary Public, personally appeared Timothy Sean Check, 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 30<sup>th</sup> day of July, 2008

By [Signature] Residing at Bellingham  
Notary Public in and for the State of WA My commission expires 6-25-2012



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Whatcom )

On this day before me, the undersigned Notary Public, personally appeared Ayumi Takabe, 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 30<sup>th</sup> day of July, 2008

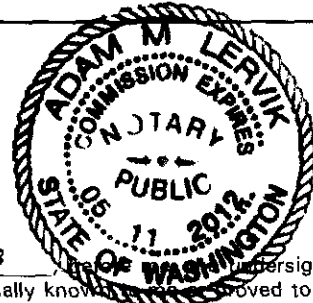
By [Signature] Residing at Bellingham  
Notary Public in and for the State of WA My commission expires 6-25-2012



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )  
 ) SS  
COUNTY OF WHATCOM )



On this 30<sup>th</sup> day of JULY, 20 08, I, undersigned Notary Public, personally appeared GRACE PESCHEK and personally known to me on the basis of satisfactory evidence to be the VICE PRESIDENT, authorized agent for Horizon Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Horizon Bank, duly authorized by Horizon Bank 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 in fact executed this said instrument on behalf of Horizon Bank.

By ADAM M. LERVIK Residing at BELLINGHAM  
Notary Public in and for the State of WA My commission expires 5-11-2012



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Skagit County Auditor

**Legal description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

**PARCEL "A":**

Lot 89, "BIG LAKE WATERFRONT TRACTS", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; EXCEPT that portion conveyed to Skagit County for road by deed recorded January 12, 1962 under Auditor's File No. 616757.

SUBJECT TO and TOGETHER WITH a non-exclusive easement for ingress and egress and utility purposes on, over, across and under Lots 86, 87, 88, 89 and 90 of the "FIRST ADDITION TO BIG LAKE WATERFRONT TRACTS", as per plat recorded in Volume 4 of Plats, pages 12 to 15, records of Skagit County, Washington.

Said easement is twenty feet in width, lying ten (10.00) feet on each side of the following described easement centerline:

Beginning at the point of intersection of the centerline of that County Road known as West Big Lake Boulevard with the South line of Lot 90, which point bears North 43 degrees 16'23" East, a distance of 16.89 feet from the Southwest corner of said Lot 90; thence North 25 degrees 21'30" West along the centerline of said County Road, a distance of 87.81 feet to the P.T. of a 4 degree curve to the left, having a central angle of 14 degrees 24' and an arc length of 360.00 feet, and which point (P.T. of said curve) is the true point of beginning of the easement centerline; thence along the following easement centerline courses and distances; North 27 degrees 02'20" East, 62.29 feet; North 2 degrees 21'20" West, 115.00 feet; North 7 degrees 46'40" East, 185.69 feet; North 4 degrees 26'10" West, 71.99 feet; North 42 degrees 17'10" West, 60.27 feet; South 89 degrees 51'30" West, 53.56 feet; South 67 degrees 52'40" West, 74.13 feet; and South 41 degrees 45'19" West, a distance of 147.76 feet to a point on the centerline of said County Road, which point is the true point of ending of the easement centerline, and which point bears North 39 degrees 45'30" West a distance of 38.80 feet from the P.C. of said 4 degree curve; thence North 39 degrees 45'30" West along the centerline of said County Road, a distance of 27.79 feet to a point on the North line of Lot 86, which point bears North 43 degrees 18'23" East, a distance of 144.86 feet from the Northwest corner of said Lot 86.



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