



200810240059  
Skagit County Auditor

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WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES, INC.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 5  
Accommodation Recording Per Client Request

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

GRANTOR(S): RYAN H. HILLER HUSBAND  
BETH G. CLOTHIER 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: *Spex Clothier tract*  
*Tract 46,*

(Additional legal description on page 2.)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P69657

REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED: 200612220110

<b>BORROWER</b>	
RYAN H. HILLER BETH G. CLOTHIER	38757344
<b>ADDRESS</b>	
16803 CHILBERG AVE LA CONNER, WA 98257	
TELEPHONE NO.	IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 19th day of September 2008, is executed by and between the parties identified above and

KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 ("Lender").

A. On November 29, 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 fifty thousand and 00/100 Dollars

(\$ 50,000.00), 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 December 22, 2006 in Book NA at Page NA 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:

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 fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to eighty five thousand and 00/100 dollars (\$85,000.00), an increase of thirty five thousand and 00/100 dollars (\$35,000.00).

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.



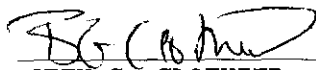
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GRANTOR: RYAN H. HILLER

  
RYAN H. HILLER

GRANTOR: BETH G. CLOTHIER

  
BETH G. CLOTHIER

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BORROWER: RYAN H. HILLER

*Ryan H. Hiller*

RYAN H. HILLER

BORROWER: BETH G. CLOTHIER

*Beth G. Clothier*

BETH G. CLOTHIER

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LENDER:

KeyBank National Association



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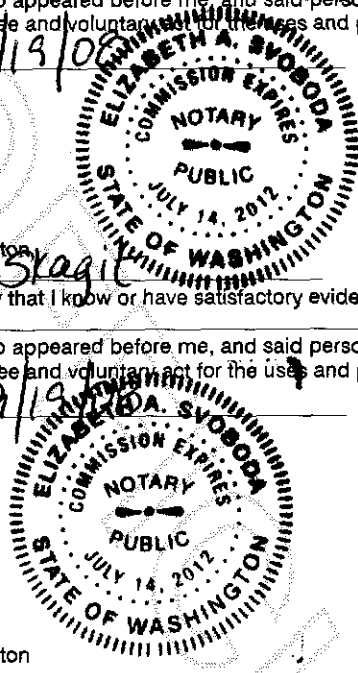
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State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Ryan H. Hiller

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: 9/19/08



Elizabeth A. Svoboda  
Notary Public

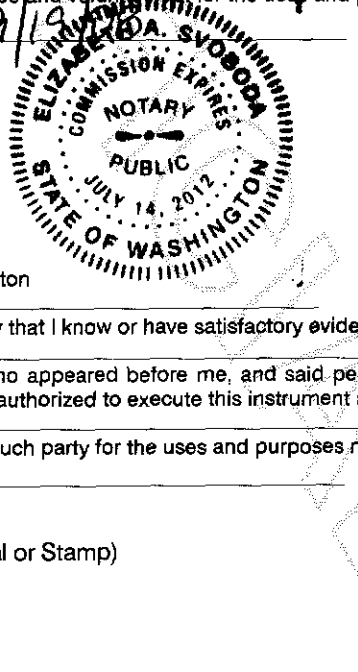
Title \_\_\_\_\_  
My appointment expires: 7/14/12

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Beth G. Clothier

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: 9/19/08



Elizabeth A. Svoboda  
Notary Public

Title \_\_\_\_\_  
My appointment expires: 7/14/12

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: \_\_\_\_\_

Notary Public

(Seal or Stamp)

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.

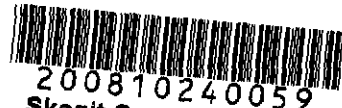
Dated: \_\_\_\_\_

Notary Public

(Seal or Stamp)

Title \_\_\_\_\_

My appointment expires: \_\_\_\_\_



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ACAPS #: 082551634580C

EXHIBIT A

TRACT 46, "SNEE-OOSH, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, EXCEPT THAT PORTION OF SAID PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET WEST OF THE SOUTHEAST CORNER OF TRACT 46; THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 46; THENCE NORTH 50 FEET; THENCE WEST 30 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING.

ALSO EXCEPTING, A PORTION OF LOT 46, "PLAT OF SNEE-OOSH", RECORDED IN VOLUME 4 OF PLATS AT PAGE 50, RECORDS OF SKAGIT COUNTY WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 46; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 46 A DISTANCE OF 32.50 FEET; THENCE NORTHWESTERLY A DISTANCE OF 76.54 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 46 LYING 69.29 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 46 A DISTANCE OF 69.29 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

TRACT 46 SNEE-OOSH VOL 4 PG 50

Permanent Parcel Number: P69657  
RYAN H. HILLER AND BETH G. CLOTHIER, HUSBAND AND WIFE

16803 CHILBERG AVENUE, LA CONNER WA 98257  
Loan Reference Number : 40244677/082551634580C  
First American Order No: 38757344  
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

 HILLER  
38757344

WA

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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