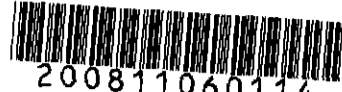


RETURN ADDRESS:
Peoples Bank
Loan Services Department
P.O. Box 233
Lynden, WA 98264



200811060114
Skagit County Auditor

11/6/2008 Page 1 of 4 3:33PM

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200304180137

Additional page _____

Grantor(s):

- 1. FENIMORE, CURTIS
- 2. FENIMORE, MARY ANN

Grantee(s)

- 1. PEOPLES BANK

Legal Description: Ptn Trs: 43-45, Plat 1, Lakeview Trs., Big Lake

Additional on page _____

Assessor's Tax Parcel ID#: 3941-000-044-0004

THIS MODIFICATION OF DEED OF TRUST dated November 5, 2008, is made and executed between CURTIS FENIMORE and MARY ANN FENIMORE, husband and wife, whose address is 17132 Lakeview Blvd, Mount Vernon, WA 98274 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

UNOFFICIAL DOCUMENT

MODIFICATION OF DEED OF TRUST

(Continued)

Loan No: 5714958-1

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 16, 2003 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED APRIL 16, 2003 AND RECORDED APRIL 18, 2003 UNDER AUDITOR'S FILE NO. 200304180137, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

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 17132 Lakeview Blvd, Mount Vernon, WA 98274. The Real Property tax identification number is 3941-000-044-0004.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED NOVEMBER 5, 2008 FROM GRANTOR TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCING OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT

CHANGE THE PRINCIPAL AMOUNT FROM \$12,000.00 TO \$50,000.00.

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 endorses, 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 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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 5, 2008.

GRANTOR:

X [Signature]
CURTIS FENIMORE

X [Signature]
MARY ANN FENIMORE

LENDER:

PEOPLES BANK
X [Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA
COUNTY OF SKAGIT

)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared CURTIS FENIMORE and MARY ANN FENIMORE, 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 5th day of November, 2008.
Residing at Arroyo
By [Signature]
Notary Public in and for the State of WA
My commission expires 11-9-09



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 5714958-1

Page 3

LENDER ACKNOWLEDGMENT

STATE OF wa)
) SS
COUNTY OF Skagit)

On this 5th day of November, 20 08, before me, the undersigned Notary Public, personally appeared Carolyn White and personally known to me or proved to me on the basis of satisfactory evidence to be the V.P. Lender, authorized agent for **PEOPLES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PEOPLES BANK**, duly authorized by **PEOPLES 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 **PEOPLES BANK**.

By [Signature] Residing at Anacortes
Notary Public in and for the State of wa My commission expires 11-9-09



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WA PACFIBANK FILPLV202.FC TR-91 PR-49



200811060114
Skagit County Auditor

EXHIBIT A

PARCEL "A":

That portion of Tract 43, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.", as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, lying Northerly of the following described line:

Beginning at a point on the shore of Big Lake, 9 feet Southerly of the Northwest corner of said Tract 43; thence in a straight line to a point in the Westerly line of Lake Boulevard of the Easterly line of Tract 44, which is 9 feet Northerly of the Southeast corner of said Tract 44.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Tracts 44 and 45, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.", as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, EXCEPT that portion thereof lying Southerly of the following described line:

Beginning at a point on the shore of Big Lake, 9 feet Southerly of the Northwest corner of Tract 43; thence in a straight line to a point in the Westerly line of Lake Boulevard on the Easterly line of Tract 44, 9 feet Northerly of the Southeast corner of said Tract 44, AND EXCEPT that portion thereof lying Northwesterly of the following described line:

Beginning at a point on the Easterly line of said Tract 45, which lies 18.58 feet Northwesterly of the Southeasterly corner of said lot when measured along said Easterly line; thence South 68°15'30" West to a point on the shoreline of Big Lake, said point being the terminus of this line description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of Tracts 44 and 45, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.", as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, lying Northwesterly of the following described line:

Beginning at a point on the Easterly line of said Tract 45, which lies 18.58 feet Northwesterly of the Southeasterly corner of said lot when measured along said Easterly line; thence South 68°15'30" West to a point on the shoreline of Big Lake, said point being the terminus of this line description.

ALL EXCEPT that portion lying Northwesterly of the following described line:

Beginning at a point on the South line of the North 21.5 feet of said Tract 45, (line referred to in "Agreement As To Property Lines" Auditor's File No. 815797 between Tesariks and Sauers) and its intersection with the Westerly margin of Lakeview boulevard, as shown on Survey Map filed in Book 6 of Surveys, page 11, under Auditor's File No. 8411080014; thence South 22°01'30" East along the Westerly margin of Lakeview Blvd., a distance of 8.5 feet to the true point of beginning; thence South 74°45'57" West, a distance of 100 feet, more or less, to a point on the shoreline of Big Lake, said point being the terminus of this line description.

Situate in the County of Skagit, State of Washington.



200811060114

Skagit County Auditor