### **RETURN ADDRESS:**

Horizon Bank CML % Documentation Dept - KZ 2211 Rimland Dr, Ste 230 Bellingham, WA 98226



5/28/2009 Page

1 of

3:12PM

### MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200706210084 (CMLG3167)

Additional on page \_\_

Grantor(s):

1. Hansell/Mitzel, LLC

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

Grantee(s)

1. Horizon Bank

MA338

Legal Description: Section 9, Township 34, Range 4; Ptn NE SE (aka Div. 1 of Survey

200612190063

Additional on page 2

Assessor's Tax Parcel ID#: 340409 4 005 0700 (P124126)

THIS MODIFICATION OF DEED OF TRUST dated May 15, 2009, is made and executed between Hansell/Mitzel, LLC; A Washington Limited Liability Company ("Grantor") and Horizon Bank, whose address is Skagit Commercial Center, 2211 Rimland Drive, Suite 230, Bellingham, WA 98226 ("Lender").

Page 2

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated June 19, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

Recorded June 21, 2007, Recording No. 200706210084, Skagit County Auditor.

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

#### Parcel A:

Lots 1 throught 20 inclusive, and Lots 79 through 114, inclusive, Division 1 as delineated on Survey map recorded December 19, 2006 under Auditor's File No. 200612190063, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 9, Township 34 North, Range 4 East, W.M.

#### Parcel B:

A non-exclusive easement for ingress, egress and utilities over 30th Street as delineated on Survey map recorded December 19, 2006 under Auditor's File No. 200612190063, records of Skagit County, Washington.

Situate in Skagit County, State of Washington

The Real Property or its address is commonly known as Tax Parcel 340409 4 005 0700 (P124126), Mount Vernon, WA 98273. The Real Property tax identification number is 340409 4 005 0700 (P124126).

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

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, accommodation 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.

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.

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 MAY 15, 2009.

**GRANTOR:** 

HANSELL/MITZEL, LLC

Daniel R. Mitzel, Manager of Hansell/Mitzel

By: Jeffrey D. Hansell, Manager of Hansell/Mitzel, LLC

200905280178 Skagit County Auditor

5/28/2009 Page

2 of

3:12PM

Page 3

No. of the Community of		
LENDED.		
LENDER:		
HORIZON BANK		
X		
Altagarized Unicer		
. <u></u>		
LIMITED LIABILITY COMPANY	ACKNOWLEDGM	TJEER
	Š	TOWN TOWN
STATE OF	3	08
	) SS	NOTARY
COUNTY OF COUNTY OF	)	PUBLIC SE
	00	1/2 - 03/29/20 1/20 S
On this day of Notary Public, personally appeared Daniel R. Mitzel, Manager of	Hansell/Mitzel LLC and	personally manager me or
proved to me on the basis of satisfactory evidence to be a member	er or designated agent of :	the limited hability company
that executed the Modification of Deed of Trust and acknowledged deed of the limited liability company, by authority of statute, its a	the Modification to be the	e free and voluntary act and its operating agreement, for
the uses and purposes therein mentioned, and on oath stated that	t he or she is authorized t	
and in fact executed the Modification on behalf of the limited liability	20 N - 1	Ö i. İ
Button Milliona	Residing at	Ductington
Notary Public in and for the State of LA	Residing at	Duclington  expires 312912012
Notary Public in and for the State of WA	Residing at	Duclington  expires 3/39/3012
Notary Public in and for the State of LA	Residing at	Ductington  expires 3/39/3012
Notary Public in and for the State of LIMITED LIABILITY COMPANY		expires 3/30/3012
		expires 3/39/3012
		expires 3/39/3012
LIMITED LIABILITY COMPANY		TJEEROUS TO STATE OF THE STATE
LIMITED LIABILITY COMPANY	ACKNOWLEDGN	NOTARY
LIMITED LIABILITY COMPANY  STATE OF WATER OF WAT	ACKNOWLEDGN	TJEEROUS TO STATE OF THE STATE
COUNTY OF	ACKNOWLEDGN	NOTARY PUBLIC
COUNTY OF	ACKNOWLEDGN  SS  20  Hansell/Mitzel, LLC, and	NOTARY PUBLIC PUBLIC PORTING AND THE PROPERTY OF THE PUBLIC PROPERTY
COUNTY OF	ACKNOWLEDGN  SS  20  Hansell/Mitzel, LLC, and ar or designated agent of the Modification to be the	NOTARY PUBLIC  POPULIC  POPULI
COUNTY OF	ACKNOWLEDGN  , 20  Hansell/Mitzel, LLC, and are or designated agent of the Modification to be the rticles of organization or the or she is authorized.	NOTARY PUBLIC  NOTARY PUBLIC  Secondly de Marsigned De Sinally down to me or the limited flability company e free and voluntary act and its operating agreement, for
COUNTY OF	ACKNOWLEDGN  , 20  Hansell/Mitzel, LLC, and are or designated agent of the Modification to be the rticles of organization or the or she is authorized.	NOTARY PUBLIC  NOTARY PUBLIC  Secondly de Marsigned De Sinally down to me or the limited flability company e free and voluntary act and its operating agreement, for
COUNTY OF	ACKNOWLEDGN  , 20  Hansell/Mitzel, LLC, and are or designated agent of the Modification to be the rticles of organization or the or she is authorized.	NOTARY PUBLIC  NOTARY PUBLIC  The language of the limited flaguage of the limi
COUNTY OF	ACKNOWLEDGN  20 C  Hansell/Mitzel, LLC, and the Modification to be the tricles of organization or the or she is authorized by company.	NOTARY PUBLIC  NOTARY PUBLIC  De Graelly of Windom or
COUNTY OF	ACKNOWLEDGN  , 20  Hansell/Mitzel, LLC, air or designated agent of the Modification to be the rticles of organization or to the or she is authorized by company.  Residing at	NOTARY PUBLIC  NOTARY PUBLIC  De Graelly of Windom or

Skagit County Auditor

5 3:12PM

5/28/2009 Page

Page 3

		· . <del>-</del>
Y-14-4		
LENDER:		
HORIZON BANK		
x Jay Konal		
Authorized Officer		
LIMITED LIABILITY COMPANY	ACKNOWLEDG	MENT TUEERAN
	Š	Charles 10 V Etc. Of The
STATE OF WITH	) <u>\$</u>	08
	) SS	NOTARY
COUNTY OF SKOCIT	) = (	PUBLIC /
		77. 03/29/20 3
On this 200 day of Max	, 20 <u>0 °</u>	terorome the windersigned
Notary Public, personally appeared Daniel R. Mitzel, Wanager of I proved to me on the basis of satisfactory evidence to be a member	lansell/Mitzel, LLC, and or designated agent of	personally knows to me or the limited lability company
that executed the Modification of Deed of Trust and acknowledged	the Modification to be th	ne free and voluntary act and
deed of the limited liability company, by authority of statute, its and the uses and purposes therein mentioned, and on oath stated that	ticles of organization of he or she is authorized	to execute this Modification
and in fact executed the Modification on behalf of the limited liability		0 N A
By troe M Tillador	Residing at	Sullington
Notary Public in and for the State of U	My commission	expires 3/2012
		· <del></del>
The same of	72°\\ .	Million Control
LIMITED LIABILITY COMPANY	ACKNOWLEDGE	APL TO CO
		AND STONE FROM
STATE OF WAR		NOTARY
	ıss 🗒	PUBLIC ≥
COUNTY OF SKAGIT	50	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
0		3/50/50/30/30/20/20/20/20/20/20/20/20/20/20/20/20/20
On this 21 day of Man	20 <u>09</u>	before the the undersigned
Notary Public, personally appeared Jeffrey D. Hansel Manager of proved to me on the basis of satisfactory evidence to be a member		personally known to me or
that executed the Modification of Deed of Trust and acknowledged	the Modification to be th	ne free and voluntary act and
deed of the limited liability company, by authority of statute, its and the uses and purposes therein mentioned, and on oath stated that	ticles of organization or he or she is authorized	its operating agreement, for to execute this Modification
and in fact executed the Modification on behalf of the limited liability	y company.	
By those m Tiporda	Residing at	ulinston
		201
Notary Public in and for the State of	My commission	exhines Action
		4. 3



5/28/2009 Page

4 of

5 3:12PM

Page 4

	S OF W
LENDER ACKNOWLEDG	MENT SOLVEN
STATE OF Washington	NO SOLUTION OF TO
COUNTY OF SKASAT	s Son et al. 1975
On this 21 the day of May	, 20, before me, andersigned
on the basis of satisfactory evidence to be the	
Bank that executed the within and foregoing instrument and acknowledge act and deed of Horizon Bank, duly authorized by Horizon Bank through its	s board of directors or otherwise, for the uses
and purposes therein mentioned and on eath stated that he or she is aut fact executed this said instrument on behalf of Horizon Bank.	
By for felles	Residing at W. W. W. W. My commission expires $5-9-13$
Netary Public in and for the State of	My commission expires $5 - 9 - 13$

LASER PRO Lending, Ver. 5.42.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - WA c:\CFI\WIN\CFI\LPL\G202.FC TR-3397 PR-188



5/28/2009 Page

**5** of

5 3:12PM