



201006140100
Skagit County Auditor

6/14/2010 Page 1 of 4 10:14AM

Return Address:

UNION BANK NA
3410 WOBURN ST
BELLINGHAM WA 98226

LAND TITLE OF SKAGIT COUNTY

129796-05

Document Title(s) (for transactions contained therein):

1. MODIFICATION OF DEED OF TRUST
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

(on page of documents(s))
200805290120

Grantor(s)

1. BRYAN S SAKUMA
2. BARBARA K SAKUMA
- 3.
- 4.

Additional Names on page _____ of document.

Grantee(s)

1. UNION BANK NA
- 2.
- 3.
- 4.

Additional Names on page _____ of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

LOTS 2 & 3, SP 92-023; PTN NE $\frac{1}{4}$ OF NW $\frac{1}{4}$, 27-35-3 E W.M.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

P34856, P104029

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RETURN ADDRESS:

Union Bank, N.A.,
successor in interest to
the FDIC, as Receiver of
Frontier Bank
Bellingham
3410 Woburn St.
Bellingham, WA 98226

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): CBC 2201 (fka BELL) XX-2375
Title Order No. 129796-OS

Additional on page _____

Grantor(s):

1. SAKUMA, BRYAN S.
2. SAKUMA, BARBARA K.

Grantee(s)

1. Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank

Legal Description: LOTS 2 & 3, SP 92-023; PTN NE 1/4 OF NW 1/4, 27-35-3 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 350327-2-001-0200/P104029 & 350327-2-001-0000 P/34856

THIS MODIFICATION OF DEED OF TRUST dated May 27, 2010, is made and executed between BRYAN S. SAKUMA and BARBARA K. SAKUMA, husband and wife, whose address is 15522 BENSON ROAD, BOW, WA 98232 ("Grantor") and Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank, whose address is Commercial Banking - Cascade Area, 332 SW Everett Mall Way, Everett, WA 98213-0215 ("Lender").



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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 27, 2008 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED ON MAY 29, 2008 BY SKAGIT COUNTY AUDITOR OF SKAGIT COUNTY, STATE OF WASHINGTON, UNDER AUDITOR'S FILE NO. 200805290120.

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

LOTS 2 & 3 OF SHORT PLAT NO. 92-023, APPROVED NOVEMBER 18, 1992, RECORDED NOVEMBER 19, 1992, IN BOOK 10 OF SHORT PLATS, PAGES 140 AND 141, UNDER AUDITOR'S FILE NO. 9211190029, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as 15522 BENSON ROAD & 15552 BENSON ROAD, BOW, WA 98232. The Real Property tax identification number is 350327-2-001-0200/P104029 & 350327-2-001-0000 P/34856.

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

THIS REPRESENTS THE ADDITION OF THE FOLLOWING PARAGRAPH:

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor up to the credit limit so long as Grantor complies with all the terms of the Credit Agreement and the line of credit has not been terminated, suspended or canceled; the Credit Agreement allows negative amortization. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of the Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance. Funds may be advanced by Lender, repaid, and subsequently readvanced. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding any zero balance.

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.

NEGATIVE COVENANT RE LIENS. Grantor shall not create, or suffer, or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance upon the Property prior to, on a parity with, or subordinate to the lien of this Trust Deed.

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 27, 2010.

GRANTOR:

X Bryan S. Sakuma

BRYAN S. SAKUMA

X Barbara K. Sakuma

BARBARA K. SAKUMA

LENDER:

Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank

[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

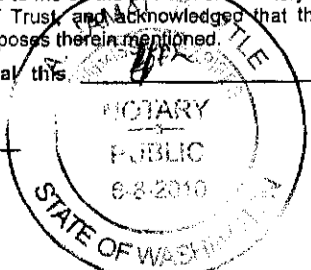
STATE OF Washington

COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared BRYAN S. SAKUMA and BARBARA K. SAKUMA, 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 27 day of June 20 10.

By [Signature] Residing Garwood at _____



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Skagit County Auditor

Notary Public in and for the State of WA

My commission expires 6/8/10

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON

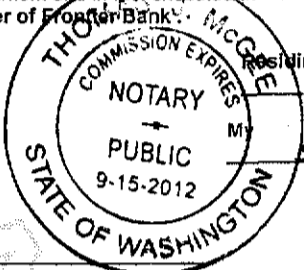
)
) SS

COUNTY OF WHATCOM

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On this 9TH day of JUNE, 20 10, before me, the undersigned Notary Public, personally appeared JEFFREY MORRISON and personally known to me or proved to me on the basis of satisfactory evidence to be the VPI RELATIONS MANAGER, authorized agent for Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank, duly authorized by Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier 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 Union Bank, N.A., successor in interest to the FDIC, as Receiver of Frontier Bank.

By [Signature]



Residing at BELLINGHAM

Notary Public in and for the State of WA

My commission expires SEPTEMBER 15TH, 2012

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Skagit County Auditor