

RETURN ADDRESS:

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



201009300106
Skagit County Auditor

9/30/2010 Page 1 of 3 3:19PM

LAND TITLE OF SKAGIT COUNTY
137286-0

MODIFICATION OF DEED OF TRUST

Reference # (if applicable): 200711130159

Additional on page _____

Grantor(s):

1. DUFFY, KIRK S
2. DUFFY, STACY A

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 10, Thunderbird 4.

Additional on page _____

Assessor's Tax Parcel ID#: 4570-000-010-0009 P100792

THIS MODIFICATION OF DEED OF TRUST dated September 17, 2010, is made and executed between KIRK S DUFFY AND STACY A DUFFY, HUSBAND AND WIFE, WHOSE ADDRESS IS 3723 SHOSHONE DRIVE, MOUNT VERNON, WA 98273 ("Grantor") and PEOPLES BANK, whose address is MOUNT VERNON OFFICE, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273 ("Lender").

MODIFICATION OF DEED OF TRUST

Loan No: 5715735-1

(Continued)

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 9, 2007 (the "Deed of Trust") which has been recorded in Skagit County, State of Washington, as follows:

A DEED OF TRUST DATED NOVEMBER 9, 2007 AND RECORDED NOVEMBER 13, 2007 UNDER AUDITOR'S FILE NO. 20071130159 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:

Lot 10, "PLAT OF THUNDERBIRD 4," as per plat recorded in Volume 15 of Plats, pages 14, 15 and 16, records of Skagit County, Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington. The Real Property or its address is commonly known as 3723 Shoshone Drive, Mount Vernon, WA 98273. The Real Property tax identification number is 4570-000-010-0009 P100792.

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

REDUCE THE CREDIT LIMIT AMOUNT FROM \$93,000.00 TO \$63,857.61.

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 AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 17, 2010.

GRANTOR:

X KIRK S DUFFY

X STACY A DUFFY

LENDER:

PEOPLES BANK

X Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA

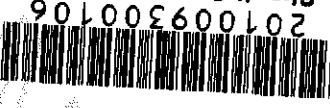
COUNTY OF Skagit

)
) SS
)

On this day before me, the undersigned Notary Public, appeared KIRK S DUFFY and STACY A DUFFY, 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 to me that they signed the Modification as their free and voluntary act and deed, for the uses and purposes mentioned in the instrument. I, the undersigned Notary Public, being duly sworn, do hereby certify that they signed the Modification as their free and voluntary act and deed, for the uses and purposes mentioned in the instrument. Given under my hand and official seal this _____ day of _____, 2010.

By [Signature] Notary Public in and for the State of WA

Residing at MT Vernon My commission expires 11/31/11



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 5715735-1

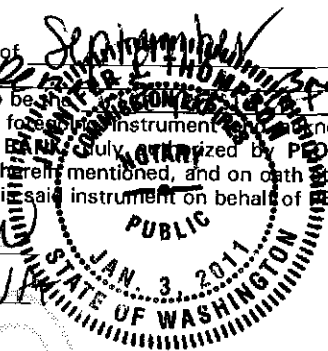
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LENDER ACKNOWLEDGMENT

STATE OF WA)
)
COUNTY OF Skagit) SS
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On this 20th day of September, 20 10, before me, the undersigned Notary Public, personally appeared Rebecca Thompson and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for PEOPLES BANK that executed the within and foregoing instrument, 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 Jennifer Thompson Residing at Mt Vernon
Notary Public in and for the State of WA My commission expires 1/3/11



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ALL DOCUMENTS

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Skagit County Auditor