



201012210022

Skagit County Auditor

12/21/2010 Page

1 of

4 10:30AM

RETURN ADDRESS:

**Starling Savings Bank
Construction Lending
Department Branch 687
PO Box 2146
Spokane, WA 99210**

GUARDIAN NORTHWEST TITLE CO

MODIFICATION OF DEED OF TRUST

96503

Reference # (if applicable): DOT REC #200904010088:

VAN WEST 1529001010

Additional on page ____

Grantor(s):

- 1. WESTBROOK, GREGORY D.
- 2. WESTBROOK, CHERYL

Grantee(s)

- 1. Sterling Savings Bank

Legal Description: LOTS 41 AND 42, BLOCK 1, AND LOTS 6 AND 7, BLOCK 3, "LAKE CAVANAUGH SUBDIVISION, DIV. NO. 2"

Additional on page 2

Assessor's Tax Parcel ID#: 3938-003-006-0009 (066662) AND 3938-003-007-0008 (066663).

THIS MODIFICATION OF DEED OF TRUST dated December 7, 2010, is made and executed between GREGORY D. WESTBROOK and CHERYL WESTBROOK, - Husband and Wife, whose address is 4701 SW ADMIRAL WAY #19, SEATTLE, WA 98116; ("Grantor") and Sterling Savings Bank, whose address is Seattle Construction Lending, 6505 218th St. SW, Suite 11, Mountlake Terrace, WA 98043 ("Lender").

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1529001010

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DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 10, 2009 (the "Deed of Trust") which has been recorded in SKAGIT County, State of Washington, as follows:

RECORDED 04/01/2009, AFN 200904010088.

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

LOTS 41 AND 42, BLOCK 1, AND LOTS 6 AND 7, BLOCK 3, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 2", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 49 THROUGH 54, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 34581 SOUTH SHORE DRIVE, MOUNT VERNON, WA 98274. The Real Property tax identification number is 3938-003-006-0009 (066662) AND 3938-003-007-0008 (066663).

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

The definition of "Note" in the Deed of Trust is hereby amended and modified to mean the Promissory Note dated December 7, 2010, in the original principal amount of \$264,824.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes or Agreements. The maturity date of this Deed of Trust is December 1, 2012.

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.

STATUTE OF FRAUDS ACKNOWLEDGEMENT. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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 DECEMBER 7, 2010.

GRANTOR:

X 
GREGORY D. WESTBROOK

X 
CHERYL WESTBROOK

LENDER:

STERLING SAVINGS BANK

X 
Authorized Officer



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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1529001010

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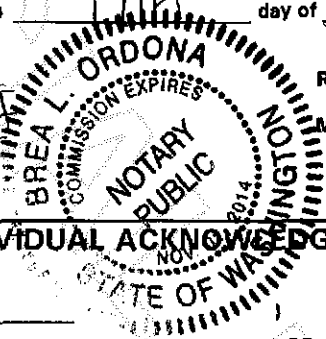
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this day before me, the undersigned Notary Public, personally appeared GREGORY D. WESTBROOK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of December, 2010

By [Signature] Residing at EDMONDS
Notary Public in and for the State of WA My commission expires 11/01/14



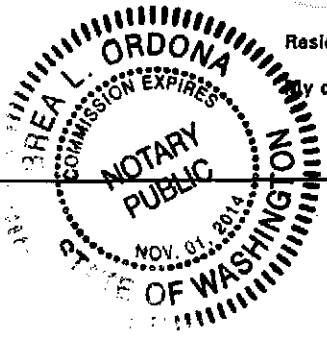
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this day before me, the undersigned Notary Public, personally appeared CHERYL WESTBROOK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of December, 2010

By [Signature] Residing at EDMONDS
Notary Public in and for the State of WA My commission expires 11/01/14



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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1529001010

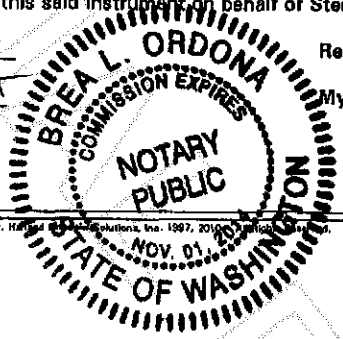
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LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Snohomish)

On this 17th day of December, 20 10, before me, the undersigned Notary Public, personally appeared Dennis Cleary and personally known to me or proved to me on the basis of satisfactory evidence to be the SVP, authorized agent for Sterling Savings Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Sterling Savings Bank, duly authorized by Sterling Savings 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 Sterling Savings Bank.

By [Signature] Residing at Edmonds
Notary Public In and for the State of WA My commission expires 11/01/14



LASER PRO Lending, Ver. 5.38.10.001 Copr. 1997, 2010 by Laser Pro Lending, Inc. WA C:\CP\PL\10202.PC TR-10783 PA-166



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