



200303280111

Skagit County Auditor

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AFTER RECORDED RETURN TO:

Bank of America, N.A.
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256
PARCEL NUMBER:
LOAN NUMBER: 6341893573

Prepared by:
Nathan Jones
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

LAND TITLE COMPANY OF SKAGIT COUNTY
P-100499

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

The State of Washington

County of ~~San Luis Obispo~~ / Skagit

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement is made on February 1, 2003, between Richard E. Swearingen, Individually and as Trustee of the Richard & Connie Swearingen Living Trust dated June 15, 1995 and Connie A. Swearingen, Individually and as Trustee of the Richard & Connie Swearingen Living Trust dated June 15, 1995, (herein "Borrower") and Bank of America, N.A. (herein "Lender"), whose loan servicing address is P.O. Box 35140, Louisville, KY 40232, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on April 5, 2002, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$338,000.00, said Security Instrument having been recorded in/under 200204190005 of the Official Records of Real Property of ~~San Luis Obispo~~ / **SKAGIT** County, Washington, covering property described as follows:

**SEE EXHIBIT 'A' LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES** ptn Lots 12 & 13 Plat of Sunset Add to
Clear Lake

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

Tax # 4027-000-012-0007

WHEREAS, Borrower and Lender desire that the address on the Security Instrument and Note be modified to read as follows: **13299 Teak Lane, Mount Vernon, WA 98273** ; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

The Note shall be and hereby is amended as follows:

The annual interest rate set forth in paragraph 2 is changed from 7.125% to 6.375%.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from \$2,277.17 to \$2,108.69.

The Security Instrument shall be and hereby is amended as follows:

The address of the Property is modified to **13299 Teak Lane, Mount Vernon, WA 98273**.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.



Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean Bank of America, N.A. or any future holder, whether one or more, of the Note.

EXECUTED this the 20th day of February to be effective February 1, 2003.

Richard E. Swearingen
Richard E. Swearingen, Individually and as Trustee
of the Richard & Connie Swearingen Living Trust dated June
15, 1995

Connie A. Swearingen
Connie A. Swearingen, Individually and as Trustee
of the Richard & Connie Swearingen Living Trust dated June
15, 1995

-Borrower

-Borrower

Individual Acknowledgment

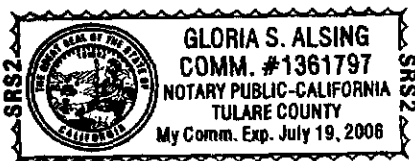
CALIFORNIA
STATE OF WASHINGTON Tulare County ss:

On this day personally appeared before me Richard E. Swearingen, Individually and as Trustee of the Richard & Connie Swearingen Living Trust dated June 15, 1995 and Connie A. Swearingen, Individually and as Trustee of the Richard & Connie Swearingen Living Trust dated June 15, 1995 to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of February, 2003

Gloria S. Alsing
Notary Public in and for the State of Washington,
residing at 212 E MAIN CALIFORNIA
VISALIA CA 93291

My Appointment Expires on 7-19-06



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ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
BANK OF AMERICA, N.A.

By: Eileen M Fowles
Name: Eileen M. Fowles
Title: Vice President

Witness: Wendy Simon
Witness: Daytha Smith

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

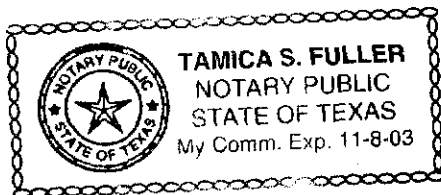
BEFORE ME, the undersigned authority, on this day personally appeared Eileen M. Fowles,
as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in
the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3RD day of March,
2003.

My Commission Expires:

Tamica S. Fuller
Notary Public in and for
The State of Texas

Name: Tamica S. Fuller



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Schedule "A-1"

M-1094-327320
P-100499-E

DESCRIPTION:

All of Skagit County Short Plat No. PL01-0566, approved September 21, 2001, and recorded September 24, 2001, under Auditor's File No. 200109240139, records of Skagit County, Washington; being a portion of Lots 12 and 13, "PLAT OF SUNSET ADDITION TO CLEAR LAKE, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 4 of Plats, page 38, records of Skagit County, Washington;

EXCEPT Lot 2.

Situate in the County of Skagit, State of Washington.



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