



200305270186

Skagit County Auditor

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Recording requested by Sherry Thompson
of Bank of America, Seattle Center

WHEN RECORDED MAIL TO:

FIDELITY NATIONAL-LPS

P.O. BOX 19523, IRVINE, CA 92623-9523

BASF

||lateral Tracking

Account Number: 35368209011112799
CAP Number: 030721738250
Date Printed: 05/06/03
Reconveyance Fee: \$

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 9th day of May, 2003 between CAROL K. KIRKBY, AN UNMARRIED PERSON

(hereinafter referred to as "Grantor") and BANK OF AMERICA, N.A., a national banking association ("Bank") for valuable consideration do hereby agree as follows:

1. Grantor is indebted to Bank in accordance with the terms and conditions of a certain Agreement and Disclosure Statement EQUITY MAXIMIZER Home Equity Line of Credit ("Agreement") and EQUITY MAXIMIZER Rider to Agreement and Disclosure ("Rider") dated 06/28/01 in the original commitment amount of \$ 10,000.00, and bearing interest thereon from the date of each advance until paid, at the rate(s) specified in the Note and Rider, made, executed and delivered by Grantor to Bank. This obligation is secured by a deed of trust or mortgage ("Security Instrument") dated the 28 day of JUNE, 2001, and recorded in the real estate records of SKAGIT County, WA, under Auditor's File No. 200107160152 in Volume 200107160152 of records at page 200107160152

2. The terms and conditions of said Agreement, Security Instrument and Rider, and the obligation evidenced and secured thereby are hereby modified as follows.

The maximum line amount is increased to \$ 23,000.00.

The maximum date for the line is extended to APRIL 22, 2013.

3. Unless your Fixed Rate Loan Option contains the Variable Rate Feature specified below, the Rider is hereby modified to include the following.

The interest rate margin for Fixed Rate Loan Options will be 3.500 % with Automatic Payment Service or 3.750 % without Automatic Payment Service.

Variable Rate Feature. The Fixed Rate Loan Option contains a variable rate feature if Automatic Payment Service is selected from a Bank account. If this is terminated, the annual interest rate will increase by 0.250 %. This increase may take the form of higher payments for the remaining term of the loan.

With Automatic Payment Service, as of 05/06/03, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.01720548 %. This is an ANNUAL PERCENTAGE RATE of 6.280 %.

Without Automatic Payment Service, as of 05/06/03, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.01789041 %. This is an ANNUAL PERCENTAGE RATE of 6.530 %.

4. From time to time, the Bank may offer a special promotional rate for Fixed Rate Loan Portions ("Today Rate") as described below.

Today Rate. As part of special promotions, the Bank may, as its sole option, allow Fixed Rate Loan Portions at special discounted rates below those set out by the Margin and Index ("the Today Rate"). A Fixed Rate Loan Portion, with Automatic Payment Service as of the date of this Extension or Modification Agreement will have a daily Periodic Rate of 0.01753425 % and a corresponding **ANNUAL PERCENTAGE RATE** of 6.400 %.

A Fixed Rate Loan Portion, without Automatic Payment Service, as of the date of this Extension and Modification Agreement will have a Daily Periodic Rate of 0.01821918 % and a corresponding **ANNUAL PERCENTAGE RATE** of 6.650 %.

Subsequent Fixed Rate Loan Portions will be at the Index and Margin set out above.

Grantor represents and agrees that Grantor is lawfully seized of said premises in fee simple, and that the lien of said interest is, and shall continue with the same priority, a lien upon said premises to secured payment of said obligation.

Except as herein expressly modified, the original terms and conditions of said Security Interest, Note and Rider shall in all respects be and remain in full force and effect and are hereby ratified and confirmed.

Bank of America, N.A. is the original lender or is the successor to the Bank defined in your original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; or Seattle-First National Bank.

IN WITNESS THEREOF, the Grantor has executed this agreement at Burlington, on this 9 day of May, 2003.

Carol K. Kirkby
CAROL K. KIRKBY



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ACKNOWLEDGEMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE,
SIGN OR STAMP WITHIN THE ONE INCH TOP,
BOTTOM AND SIDE MARGINS OR AFFIX ANY
ATTACHMENTS.

AMBER M. GUIDRY
Notary Public, State of Washington
My Commission Expires Jan. 5, 2004

THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

On this day personally appeared before me CAROL K. KIRKBY

to me known or proved on the basis of satisfactory evidence to be the individual(s) described in and who
executed the within and foregoing instrument, and acknowledged that she
signed the same as her free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this a day of may, 2003.

[Signature]
NOTARY PUBLIC in and for the State of WA residing at
Oak Harbor

My appointment expires: 1/5/2004



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EXHIBIT "A"

APARTMENT UNIT 16 "ALDERCREST APARTMENT", A CONDOMINIUM, AS SHOWN ON SURVEY MAP AND FLOOR PLANS RECORDED MAY 7, 1980, IN VOLUME 13 OF PLATS, PAGES 3,4,5, AND 6, UNDER AUDITOR'S FILE NO. 8005070005, AND AS IDENTIFIED IN DECLARATION RECORDED MAY 7, 1980 UNDER AUDITOR'S FILE NO. 8005-70004, RECORDS OF SKAGIT COUNTY, WASHINGTON. SAID DECLARATION WAS AMENDED ON MAY 31, 1983 BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 8305310016.

TOGETHER WITH AN UNDIVIDED 5.0% INTEREST IN THE COMMON AREA DESCRIBED IN ARTICLE 6 OF SAID DECLARATION.

FLOOR ELEVATION PLANS OF WHICH ARE RECORDED UNDER AUDITOR'S FILE NO. 8005270025, IN VOLUME 13 OF PLATS, PAGE 7 RECORDS OF SKAGIT COUNTY, WASHINGTON.

SAID CONDOMINIUM BEING A PORTION OF LOT 19, PLAT OF " COUNTRY CLUB ESTATES", AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGES 5 AND 6, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH TRACT 1 OF SHORT PLAT NO. 87-79, RECORDED UNDER AUDITIOR'S FILE NO. 7908170013, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND ALSO BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

SAID CONDOMINIUM IS INTENDED FOR SIGNLED FAMILY RESIDENCE; THE POST OFFICE ADDRESS OF WHICH IS 1243 GWEN DRIVE, BURLINGTON, WASHINGTON, 98233

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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INITIAL HERE

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