



200311180065
Skagit County Auditor

11/18/2003 Page 1 of 5 11:32AM

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking
FL9-700 04-01
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

LAND TITLE COMPANY: SKAGIT COUNTY

M14139

Account Number: 35368209011645799
CAP Number: 032670959430
Date Printed: 11/05/03
Reconveyance Fee: \$

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 6 day of November, 2003 between MARK WAGGONER AND MICHELLE R. WAGGONER,
HUSBAND AND WIFE

(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 10/15/01 in the original commitment amount of \$ 50,000.00, 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 16 day of OCTOBER, 2001, and recorded in the real estate records of SKAGIT County, WA, under Auditor's File No. 200110250097 in Volume _____ of records at page _____.

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 \$ 72,000.00.

The maximum date for the line is extended to SEPTEMBER 24, 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 11/05/03, 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 0.01830137 %. This is an ANNUAL PERCENTAGE RATE of 6.680 %.

Without Automatic Payment Service, as of 11/05/03, 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 0.01898630 %. This is an ANNUAL PERCENTAGE RATE of 6.930 %.

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 0.01745205 % and a corresponding **ANNUAL PERCENTAGE RATE** of 6.370 %.

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 0.01813699 % and a corresponding **ANNUAL PERCENTAGE RATE** of 6.620 %.

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 Sequoia Woolley on this 6 day of November, 2003.

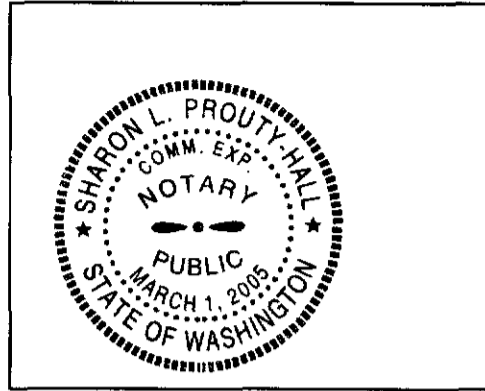
Mark Waggoner
MARK WAGGONER

Michelle R. Waggoner
MICHELLE R. WAGGONER



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.



THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

On this day personally appeared before me MARK WAGGONER and MICHELLE R. WAGGONER

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 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 6 day of November, 2003.

Sharon L. Prouty-Hall

NOTARY PUBLIC in and for the State of Washington residing at

Sebro Woolley

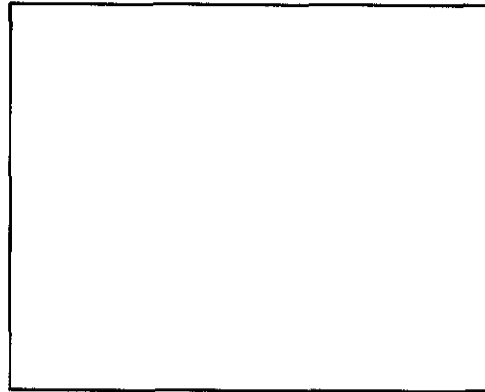
My appointment expires: 3-1-05 SHARON L. PROUTY-HALL



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ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

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



THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that _____

_____ is/are the individual(s) who signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

_____ of _____
(Title) (Entity)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, _____.

NOTARY PUBLIC in and for the State of _____ residing at _____

My appointment expires: _____



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EXHIBIT "A"

PARCEL A:

That portion of the southeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 418.6 feet north and 16 feet east of the southwest corner of the northwest quarter of the southeast quarter of the northwest quarter of said section;
Thence east 58 feet;
Thence south 50 feet;
Thence west 58 feet;
Thence north 50 feet, more or less, to the point of beginning.
Situate in the County of Skagit, State of Washington.

PARCEL B:

That portion of the southeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 418.6 feet north and 16 feet east of the southwest corner of the northwest quarter of the southeast quarter of the northwest quarter of said section;
Thence east 58 feet;
Thence south 50 feet to the TRUE POINT OF BEGINNING;
Thence south to the north marginal line of the Old Lyman Highway;
Thence westerly along said marginal line to its intersection with the easterly marginal line of Reece Street;
Thence northerly along said east marginal line of Reece Street to a point due west of the TRUE POINT OF BEGINNING;
Thence east to the TRUE POINT OF BEGINNING;
EXCEPT that portion, if any, lying westerly of the east line of the west 16 feet of the southeast quarter of the northwest quarter of said section.

Situate in the County of Skagit, State of Washington.



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