

Recording Requested By
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200405190073
Skagit County Auditor
5/19/2004 Page 1 of 3 1:38PM

Washington Mutual Bank _____
Record & Return to: _____
Group 9 _____
2150 Cabot Blvd West _____
Everett, WA 98203

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**MODIFICATION OF HOME EQUITY LINE OF
CREDIT AGREEMENT AND DEED OF TRUST**

This Modification of Home Equity Line of Credit Agreement and Deed of Trust (the "Modification") is made and entered into on 3/5/2004 by and between Washington Mutual Bank ("we," "us," "our," or "Bank") and DOUGLAS G. HILTY and PAUL RAE SULLIVAN-HILTY ("you," "your," "yours" or "Borrower") with reference to the following facts:

A. You and we are parties to a Home Equity Line of Credit Agreement and Disclosure dated 3/3/2003 (the "Agreement") that establishes an account (the "Account") from which you may obtain credit advances on a revolving basis from us. The Agreement is secured by a deed of trust (the "Security Instrument") executed by Borrower, as trustee, in favor of Bank, as beneficiary, and in which CHICAGO TITLE is named as the trustee, which Security Instrument was dated 3/3/2003 and recorded on 3/3/2003 as Instrument No. 200303030150 in the Official Records of SKAGIT County, WASHINGTON. To secure Borrower's performance of Borrower's obligations under the Agreement, the Security Instrument grants to Trustee, in trust with power of sale, that certain real property located in UNINCORPORATED AREA, WA (the "Property"), more particularly described in Exhibit "A" attached to this Modification, which Exhibit is incorporated into this Modification by this reference. The Property address is set forth below.

B. At present, you may obtain credit advances from the Account up to the credit limit stated in the Agreement (the "Credit Limit"). The parties wish to amend the Agreement and the Security Instrument to increase the Credit Limit from its current level.

You and we agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and the Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or the Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and the Security Instrument shall remain in full force and effect. This Modification will be legally binding upon the parties only when it is signed by each of you and the Bank.

2. **Credit Limit.** The Credit Limit stated in the Agreement is hereby increased by \$10,000.00 from its current level of \$30,000.00 to \$40,000.00. All other terms and conditions relating to the Credit Limit including, without limitation, our ability to reduce the Credit Limit during any period when certain events have occurred and your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your Credit Limit, remain in full force and effect.

The Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to the first Borrower named above at the Property address set forth below.

Account No.: 0601118102 Property Address: 1104 HILTY LANE, BOW, WA 98232-9544 Signature: Typed or
Printed Name: DOUGLAS G. HILTY *[Signature]* Signature: Typed or Printed Name: PAULA *[Signature]*
RAE SULLIVAN-HILTY *[Signature]*
Washington Mutual Bank By: Lynnae Rodeffer, Its: First Vice President Signature: Typed or Printed Name:
[Signature] Signature: Typed or Printed Name:

State of WASHINGTON County of SKAGIT) ss.

On 3/5/04 before me, JAN WILLIS, personally appeared DOUGLAS G. HILTY, PAUL RAE SULLIVAN-HILTY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature

Jan Willis

(Seal)



Exhibit A

HILTY, DOUGLAS
#0601118102

Property Information:

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF SKAGIT, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS: ALL THAT PORTION OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE W.M., SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 00 DEGREES 01' 47" EAST, ALONG THE EAST LINE THEREOF, FOR A DISTANCE OF 2645.79 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE NORTH 00 DEGREES 03' 16" EAST, CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 2645.36 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 13' 20" WEST, ALONG THE NORTH LINE OF SAID SECTION 8, FOR A DISTANCE OF 1579.35 FEET; THENCE SOUTH 45 DEGREES 28' 56" WEST FOR A DISTANCE OF 119.40 FEET; THENCE SOUTH 44 DEGREES 31' 04" EAST FOR A DISTANCE OF 250.00 FEET; THENCE SOUTH 45 DEGREES 28' 56" WEST FOR A DISTANCE OF 390.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45 DEGREES 28' 56" WEST FOR A DISTANCE OF 621.00 FEET; THENCE SOUTH 41 DEGREES 00' 00" EAST FOR A DISTANCE OF 1117.98 FEET; THENCE EAST FOR A DISTANCE OF 821.28 FEET; THENCE NORTH 41 DEGREES 00' 00" WEST FOR A DISTANCE OF 1094.90 FEET TO THE TRUE POINT OF BEGINNING.

Dear DOUGLAS HILTY & PAUL SULLIVAN-HILTY,

Thank you for accepting your pre-approved home equity line of credit increase. These easy instructions will help you complete the process.

We have enclosed the following documents for you to sign:

- ✓ Modification Agreement (1 to sign and 1 for your records)
- ✓ "Exhibit A" (1 to sign and 1 for your records)
- ✓ Notice of Right to Cancel for each signer (1 to sign and 2 for your records)

These documents are similar to the ones you signed when you originally received your home equity line of credit, and we've made the signing process as simple as we can for you. If you have questions about them, please contact us at: 800-699-0723.

1. A licensed Notary Public must be present when signing these documents. Wait



200405190073

Skagit County Auditor

WASHINGTON SHORT-FORM REPRESENTATIVE ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of King

} ss.

I certify that I know or have satisfactory evidence that Lynnae Rodeffer
Name of Signer

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument

and acknowledged it as the

First Vice President of

Title (e.g., Trustee, President)

Washington Mutual Bank

Name of Party on Behalf of Whom Instrument Was Executed

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

Dated: April 30, 2004
Month/Day/Year

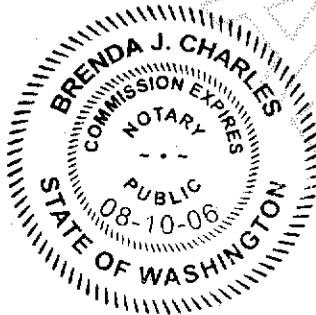
Brenda J. Charles
Signature of Notarizing Officer

Notary Public

Title (Such as "Notary Public")

My appointment expires:

8-10-06
Month/Day/Year of Appointment Expiration



Place Notary Seal Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

