RETURN ADDRESS Record & Return to: **Skagit County Auditor** Group 9 2150 Cabot Boulevard West 5/21/2004 Page 1 of 4 11:03AM Langhorne, PA 19047 Please Type or Print Neatly & Clearly All Information Document Title(s) Modification oppudations Reference Number(s) of Related Documents Grantor(s) (Last Name, First & Middle Initial) Grantee(s) (Last Name, First & Middle Initial) Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section SUNRISE RIDGE NO Assessor's Tax Parcel ID Number: The County Auditor will rely on the Information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein. Sign below only if your document is Non-Standard. I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

Recording Requested By And When Recorded Return to:

Washington Mutual Bank

Record & Return to: Group 9

2150 Cabot Blvd West

Langherne, PA 19667ce Above This Line For Recording Data]

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 3/16/2004 by and between Washington Mutual Bank ____ ("we," "us," "our," or "Bank") and RICKY W. CHERF, KANDY D. CHERF, ("you," "your," "yours" or "Borrower") with reference to the following tests: to the following facts:

- A. You and we are parties to a Home Equity Line of Credit Agreement and Disclosure dated 9/25/2002 (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 trustor, in favor of Bank, as beneficiary, and in which LAND TITLE COMPANY is named as the trustee, which Security Instrument was dated 9/25/2002 and recorded on 9/25/2002 as Instrument No. 200209250002 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, 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.

Account No.: 0025629015

Property Address: 13033 SUNRISE DRIVE, MOUNT VERNON, WA 98273-8488

Its: First Vice President

You and we agree as follows:

- 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. Credit Limit. The Credit Limit stated in the Agreement is hereby increased by \$5,000.00 from its current level of \$23,100.00 to \$28,100.00. 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

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

Signatural liefe No West
Typed or Printed Name RICKY)W. CHERF
Signature:
Typed or Printed Name: KANDY D. CHERF
Signature:
Typed or Printed Name:
Signature:
Typed or Printed Name

On 3/12/04/ before me, (here insert name and title of the officer), personally appeared RICKY W. CHERF, KANDY D. CHERF, 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

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WITNESS my hand and official seal.

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5/21/2004 Page

2 of

State of Washington County of I certify that I know or have satisfactory evidence the is the person who appeared before me, and signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument, on oath stated that he she is a signed this instrument in this section is not required by law document and could prevent fraudulent removal and reduction of Attached Document Title or Type of Document: Document Date: Number of Signer(s) Other Than Named Above: I certify that I know or have satisfactory evidence that _____ I had is the person who appeared before me, and said person acknowledged that helefie signed this instrument, on oath stated that he she was authorized to execute the instrument acknowledged the to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. My appointment expires: 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.

____Number of Pages: _

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Skagit County Auditor

5/21/2004 Page

3 of

4 11:03AM

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CHERF, RICKY #0025629015

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: TRACT 18, "PLAT OF SUNRISE RIDGE NO. 2", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 51, 52 AND 53, RECORDS OF SKAGIT COUNTY, WASHINGTON.

> 200405210071 Skagit County Auditor 5/21/2004 Page 4 of 4 11:03AM