



200502100120

Skagit County Auditor

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AFTER RECORDED RETURN TO:
Bank of America, N.A.
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256-0000
PARCEL NUMBER: 360226-0-041-0007
LOAN NUMBER: 6172311497

Prepared by:
Lorraine Worrell
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600
110867-SE

LAND TITLE OF SKAGIT COUNTY

NOTE AND SECURITY INSTRUMENT
MODIFICATION AGREEMENT

The State of Washington

§

KNOW ALL MEN BY THESE PRESENTS:

County of Skagit

§

Recitals

This agreement ("Modification Agreement") is made on **November 1, 2004**, between **Larry J. Forsythe and Susan L. Forsythe, husband and wife**, (herein "Borrower") and **Bank of America, N.A.** (herein "Lender"), whose loan servicing address is **P.O. Box 35140, Louisville, KY 40232-0000**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on **April 8, 2004**, in favor of **Bank of America, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$120,000.00**, said Security Instrument having been recorded in/under 200404080057 of the Official Records of Real Property of **Skagit County, Washington**, covering property described as follows:

**SEE EXHIBIT 'A' LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES**

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

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 beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from December 1, 2004 to March 1, 2005.

The Maturity Date is changed from November 1, 2019 to February 1, 2020.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The "Rollover Date" as defined therein is changed from November 1, 2004 to February 1, 2005.

The "Completion Date" as defined therein is changed from October 8, 2004 to January 8, 2005.

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

Reference to the maturity date of the debt secured by the Security Instrument is changed from November 1, 2019 to February 1, 2020.

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.



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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 22 day of Nov 04 to be effective **November 1, 2004.**

Larry J. Forsythe
Larry J. Forsythe -Borrower

Susan L. Forsythe
Susan L. Forsythe -Borrower

-Borrower

-Borrower

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
Bank of America, N.A.

By: _____
Name: _____
Title: _____



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Individual Acknowledgment

STATE OF WASHINGTON Skagit County ss:

On this day personally appeared before me **Larry J. Forsythe and Susan L. Forsythe, husband and wife** 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 22nd day of November, 2004

Mary E. Sloan
Notary Public in and for the State of Washington,
residing at Mount Vernon

My Appointment Expires on 11-6-06

Corporate Acknowledgment

State of _____
County of _____

On this _____ day of _____, before me personally appeared _____,

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set by hand affixed my official seal the day and year first above written.



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

By: Freda L. Clement
Name: Freda L. Clement
Title: Vice President

Witness: Judy Oakley

Witness: Jameson Russell

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

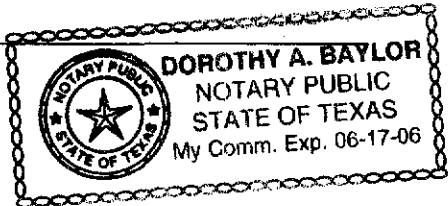
BEFORE ME, the undersigned authority, on this day personally appeared Freda L. Clement, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of February, 2005.

My Commission Expires:

Dorothy A. Baylor
Notary Public in and for
The State of Texas

Name: Dorothy A. Baylor



Escrow No.: 110867-SE

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the North 5 acres of the West ½ of Government Lot 4, of Section 26, Township 36 North, Range 2 East, W.M., records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Section 26;
thence North 00°00'00" East, along the West line of said Section 26, a distance of 715.80 feet;
thence South 89°44'30" East parallel with the South line of said Section 26, a distance of 325.00 feet to the true point of beginning;
thence continuing South 89°44'30" East parallel with the South line of said Section 26, a distance of 105.00 feet;
thence North 00°00'00" East, parallel with the West line of said Section 26, to a point on the Government meander line;
thence Northerly and Westerly along the Government meander line to a point that bears North 02°21'00" East from the true point of beginning;
thence South 02°21'00" West to the true point of beginning.

TOGETHER WITH an non-exclusive easement for the purpose of ingress, egress and utilities over, under and across that portion described as follows:

Beginning at the Southwest corner of said Section 26;
thence North 00°00'00" East, along the West line of said Section 26, a distance of 695.8 feet;
thence South 89°44'30" East parallel with the South line of said Section 26, a distance of 40.00 feet to the true point of beginning;
thence continuing South 89°44'30" East parallel with the South line of said Section 26, a distance of 629.6 feet to a point on the East line of the West ½ of said Government Lot 4;
thence North 00°12'40" East along the East line of the West ½ of said Government Lot 4, a distance of 20.0 feet;
thence North 89°44'30" West a distance of 629.67 feet to a point that bears North 00°00'00" East from the true point of beginning;
thence South 00°00'00" West, a distance of 20.00 feet to the true point of beginning.

ALSO TOGETHER WITH the second class tidelands conveyed by the State of Washington, situated in front of, adjacent to or abutting upon that portion as described above.

Situate in the County of Skagit, State of Washington.



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