

WHEN RECORDED RETURN TO:

Bank of America, N.A.
9000 Southside Blvd, Bldg 700 (CONSTRUCTION)
Jacksonville, FL 32256-0000

Loan Number: 6847457592



200502100129

Skagit County Auditor

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Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273

IC30627 ✓

DOCUMENT TITLE(s)

1. NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200404160118

☐ Additional numbers on page _____ of the document

GRANTOR(s):

1. Michael T. Murray and Judith S. Murray

☐ Additional names on page _____ of the document

GRANTEE(s):

1. Bank of America, N.A.

☐ Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Lot 21, SPINNAKER COVE ADDITION TO ANACORTES

☐ Complete legal description is on page _____ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

4812-000-021-0000

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDED RETURN TO:

Bank of America, N.A.
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256-0000
PARCEL NUMBER: 4812-000-021-0000
LOAN NUMBER: 6847457592

Prepared by:
Charles Boothe
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

**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 **February 1, 2005**, between **Michael T. Murray and spouse, Judith S. Murray**, (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 9, 2004**, in favor of **Bank of America, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$245,000.00**, said Security Instrument having been recorded in/under 200404160118 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



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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 principal amount evidenced by the Note is changed from **\$245,000.00** to **\$244,961.00**.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from **\$1,468.90** to **\$1,468.67**.

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

The principal amount evidenced by the Note is changed from **\$245,000.00** to **\$244,961.00**.

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

Reference to the principal sum owed by Borrower to Lender is changed from **\$245,000.00** to **\$244,961.00**.

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.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.



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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 18th day of January to be effective February 1, 2005.

Michael T. Murray
Michael T. Murray -Borrower

Judith S. Murray
Judith S. Murray -Borrower

-Borrower

-Borrower



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Individual Acknowledgment

STATE OF WASHINGTON Skagit County ss:

On this day personally appeared before me **Michael T. Murray and spouse, Judith S. Murray** 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 18 day of January, 2005

Sumner Seiden
Notary Public in and for the State of Washington,
residing at Anacortes WA.

My Appointment Expires on 4/1/06

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



By: _____
Name: _____
Title: _____

Corporate Acknowledgment

State of _____
County of _____



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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: Barrel Keller
Witness: Dorothy Boyer

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

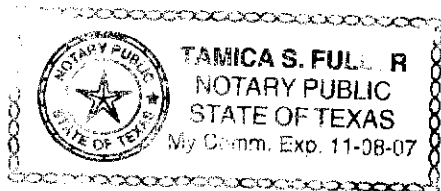
BEFORE ME, the undersigned authority, on this day personally appeared Freda L. Clement, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of January, 2005.

My Commission Expires:

Tamica S. Fuller
Notary Public in and for
The State of Texas

Name: Tamica S. Fuller



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EXHIBIT "A"

Lot 21, SPINNAKER COVE ADDITION TO THE CITY OF ANACORTES, according to the plat thereof recorded April 10, 2003, under Auditor File No. 200304100183 records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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