After recording return to:
Washington Mutual, FA
2150 Cabot Blvd. West

Langhorne, PA 19047
Attn: Group 9, Inc.

Washington Mutual

MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number: 624034559

Borrower(s):
LINDA S BARLEY
GREGORY A BARLEY

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on June 23, 2005 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on 05/29/2003 as Instrument No. 200305290081, in Book or Liber _____, Page(s) _____, in the Official Records of SKAGIT County, Washington. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

You and Bank agree as follows:

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

2. **Modified Terms and Conditions. The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification**. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

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Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Last Four Digits of Account No.: 4559

Property Address:

5503 KINGSWAY Anacortes, WA 98221

DATED at Seattle, Washington this 23rd day of June, 2005.

BORROWER(S):

LINDA S BARLEY

GREGORY A BARLEY

Washington Mutual Bank, FA

By: Nancy Berk-Aleson

Its: VP & Mgr.

(Officer Title)

0624034559

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this day personally appeared before me

LINDA S BARLEY and
GREGORY A BARLEY and
and
and
and
and
and
,

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23RD day of June, 2005.

Notary Public in and for the State of Washington
Residing at: SEATTLE
My Commission expires: April 22, 2008

Notary Public
State of Washington
CAMPBELL W DODSON
My Appointment Expires Apr 22, 2008

CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 0624034559

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 13th day of July, 2005, by Nancy Berk-Axelson as Vice President & Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 6/4/08

BmBuck

Notary Public

Notary Public
State of Washington
BONNIE J BUCKMEIER
My Appointment Expires Jun 4, 2008

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EXHIBIT "A"
ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 21, SKYLINE NO, 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 59 AND 60, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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EXHIBIT "B"
ATTACHMENT TO SECURITY INSTRUMENT

Annual Fee: There is no annual fee on your Account.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by $57,000.00, from the current amount of $28,500.00 to the increased amount of $85,500.00. 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 on 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.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE: The daily periodic rate and ANNUAL PERCENTAGE RATE that will apply to variable rate advances under the Agreement will be determined as set forth in the Agreement. However, any provisions of the Agreement that provide for a minimum daily periodic rate and minimum ANNUAL PERCENTAGE RATE are hereby deleted.

Minimum Daily Periodic Rate and ANNUAL PERCENTAGE RATE: The minimum daily periodic rate that will apply to variable rate advances under the Agreement is hereby changed to 0.000% (corresponding to a minimum ANNUAL PERCENTAGE RATE of 0.000000 %).

Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates: The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.