

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

Langhorne, PA 19047
Attn: Group 9, Inc.



200507280253
Skagit County Auditor

7/28/2005 Page 1 of 6 1:55PM



**Washington
Mutual**

MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number: 654906635

ROGER R WELBORN & GAIL D WELBORN

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on June 30, 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 7/1/2004 as Instrument No. 200407010123, 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.

0654906635

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.: 6635

Property Address:

23584 COVE RD Sedro Woolley, WA 98284-8396

DATED at Arlington, Washington this 30 day of June, 2005.

BORROWER(S):

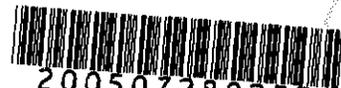
Roger R Welborn
ROGER R WELBORN

Gail D Welborn
GAIL D WELBORN

Washington Mutual Bank, FA

By: Nancy Berk

Its: Mgr E VP
(Officer Title)



STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this day personally appeared before me _____ and
ROGER R WELBORN _____ and
GAIL D WELBORN _____ 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 30 day of June, 2005.

Rhonda M. Flickinger
Notary Public in and for the State of Washington
Residing at: Arlington
My Commission expires: Sep 24 2008

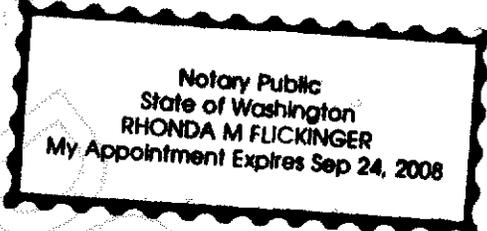


EXHIBIT "A"
ATTACHMENT TO SECURITY INSTRUMENT

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

LOT 39, PLAT OF JANICKI COVE, DIVISION ONE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 10, OF PLATS, PAGES 1, 2 AND 3, RECORDS OF SKAGIT
COUNTY, WASHINGTON.



EXHIBIT "B"
ATTACHMENT TO SECURITY INSTRUMENT

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

Cancellation Fee: You will not be charged a cancellation fee for canceling the credit line within 36 months following the effective disbursement date or equivalent date stated in the Agreement. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$89,700.00, from the current amount of \$57,000.00 to the increased amount of \$146,700.00. 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.

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.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to -0.5%.



**CORPORATE NOTARY
ACKNOWLEDGEMENT**

Loan Number: 0654926635

STATE OF Washington)
)
COUNTY OF King) ss.

The foregoing instrument was acknowledged before me this 15th 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: 6/4/8
BmBuck
Notary Public

