



200509280090

Skagit County Auditor

9/28/2005 Page 1 of 5 3:18PM

**WHEN RECORDED MAIL TO:**

Bank of America Consumer Collateral Tracking

FL9-700 04-01

9000 Southside Blvd, Bldg 700

Jacksonville, FL 32256

LAND TITLE OF SKAGIT COUNTY 118140-PE

Account Number: 35368200131805499

CAP Number: 052340625260

Date Printed: 09/19/05

Reconveyance Fee: \$ 0.00

**Real Estate Line of Credit Modification Agreement**

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 20th day of SEPTEMBER, 2005 between LEO P. SMITH AND SUE ELLEN SMITH, HUSBAND AND WIFE

(hereinafter referred to as "Grantor") and BANK OF AMERICA, N.A., a national banking association ("Bank") for valuable consideration do hereby agree as follows:

1. Grantor is indebted to Bank in accordance with the terms and conditions of a certain Bank of America Equity Maximizer Agreement and Disclosure ("Agreement") dated 6/29/05 in the original commitment amount of \$ 132,000.00, and bearing interest thereon from the date of each advance until paid, at the rate(s) specified in the Agreement made, executed and delivered by Grantor to Bank. This obligation is secured by a deed of trust or mortgage ("Security Instrument") dated the 29th day of June, 2005, and recorded in the real estate records of Skagit County, Wash., under Auditor's File No. 200507060055 in Volume \_\_\_\_\_ of records at page \_\_\_\_\_.
2. The terms and conditions of said Agreement and Security, and the obligation evidenced and secured thereby are hereby modified as follows.  
The maximum line amount is increased to \$ 160,000.00.

CLS3200-1 /0008/NW 06-05

93-05-3200NSB

Reference No: 013002 - 052340625260

Page 1 of 4

Washington

3. Your margin may increase or decrease as a result of your line increase.

Grantor represents and agrees that Grantor is lawfully seized of said premises in fee simple, and that the lien of said interest is, and shall continue with the same priority, a lien upon said premises to secured payment of said obligation.

Except as herein expressly modified, the original terms and conditions of said Security Interest and Agreement shall in all respects be and remain in full force and effect and are hereby ratified and confirmed.

Bank of America, N.A. is the original lender or is the successor to the Bank defined in your original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; or Seattle-First National Bank.

IN WITNESS THEREOF, the Grantor has executed this agreement at Burlington, WA.  
on this 23rd day of Sept., 2005.

LP Smith  
LEO P. SMITH

Sue Ellen Smith  
SUE ELLEN SMITH

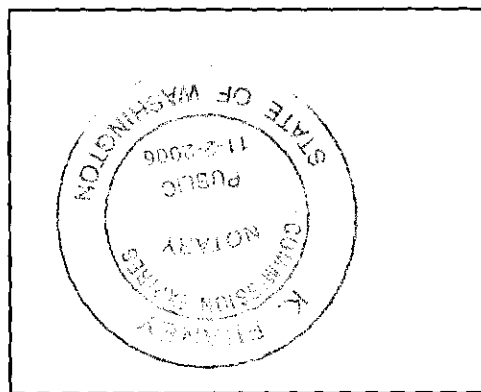
CLS3200-2



200509280090  
Skagit County Auditor

ACKNOWLEDGEMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE,  
SIGN OR STAMP WITHIN THE ONE-INCH  
TOP, BOTTOM AND SIDE MARGINS OR AFFIX  
ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

On this day personally appeared before me LED P. SMITH and SUE ELLEN SMITH

to me known or proved on the basis of satisfactory evidence 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 23<sup>rd</sup> day of Sept, 2005.

K. Ellery  
NOTARY PUBLIC in and for the State of Wash residing at

Mt Vernon

Dated: 9-23-05 My appointment expires 11-02-06

(NOTARY PUBLIC FOR THE STATE OF Wash)

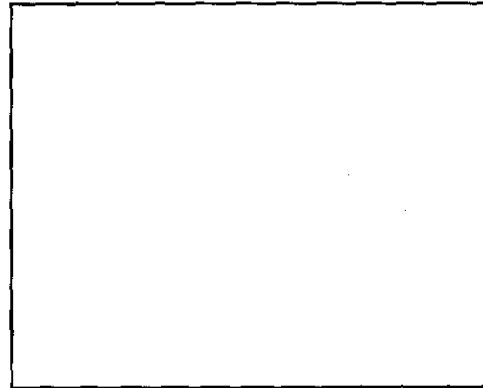
CLS3200-3



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Skagit County Auditor

**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

FOR RECORDING PURPOSES, DO NOT WRITE,  
SIGN OR STAMP WITHIN THE ONE-INCH  
TOP, BOTTOM AND SIDE MARGINS OR AFFIX  
ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that \_\_\_\_\_

\_\_\_\_\_ is/are the individual(s) who signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Entity)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_.

My appointment expires: \_\_\_\_\_.

CLS3200-4



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Escrow No.: 118140-PE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A leasehold interest in the following described tract:

Lot 679, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 48 of Official Records, pages 627 through 631, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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9/28/2005 Page

5 of

5 3:18PM