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200510180112
Skagit County Auditor
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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: 0616668687

Borrower(s): BENJAMIN E RICHMOND & TAMMY LEE RICHMOND

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on August 24, 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 01/12/2005 as Instrument No. 200501120072, 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.

Lot 16, Plat Sunset add to Clear Lake

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.

APN: P84602

0616668687

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.: 8687

Property Address:
13241 BUCHANAN LN Mount Vernon, WA 98273-8589

DATED at Mount Vernon, Washington this 24th day of August, 2005.

BORROWER(S):

Benjamin E Richmond
BENJAMIN E RICHMOND

Tammy Lee Richmond
TAMMY LEE RICHMOND

Washington Mutual Bank, FA
By: Nancy Berth McBride
Its: Vice EVP
(Officer Title)

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0616668687

STATE OF WASHINGTON)
) SS
COUNTY OF Skagit)

On this day personally appeared before me
BENJAMIN E RICHMOND and
TAMMY LEE RICHMOND 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 24th day of August, 2005.

Amanda Jean Lady
Notary Public in and for the State of Washington
Residing at: 820 S 2nd St
My Commission expires: April 25th 2009

Notary Public
State of Washington
AMANDA JEAN LADY
My Appointment Expires Apr 25, 2009

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CORPORATE NOTARY ACKNOWLEDGEMENT

Loan Number: 0616668687

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 15th day of September, 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

Notary Public

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

PARCEL "A"

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING WEST OF THE PAVED HIGHWAY; EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE WEST LINE OF THE CLEAR LAKE AND MCLEOD COUNTY ROAD INTERSECTES THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, 1172.7 FEET; THENCE SOUTH, 526.4 FEET; THENCE EAST, 974.3 FEET TO THE WEST LINE OF SAID COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID ROAD LINE TO THE PLACE OF BEGINNING; ALSO EXCEPT THAT PORTION LYING SOUTH OF THE NORTH 526.4 FEET THEREOF.

PARCEL "B"

THE EAST 35 FEET OF LOT 16, "PLAT OF SUNSET ADDITION TO CLEAR LAKE, SKAGIT COUNTY, WASH.", AS PER PLAT RECORED IN VOLUME 4 OF PLATS, PAGE 38, 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.

Cancellation Fee: If you cancel the credit line before 03/10/2007 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or $500, whichever is greater. 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 $16,600.00, from the current amount of $90,000.00 to the increased amount of $106,600.00. 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.

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