

Recording Requested by: LSI
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Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705



200512200080

Skagit County Auditor

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Personal Line of Credit Deed of Trust

CRS# 1861459

APN# 340431-0-031-0002

LOAN# 3285555

Trustee: PRLAP, INC.

Abbreviated Legal :

TRACT 1, OF SURVEY RECORDED AUGUST 23, 1985, AS AUDITOR'S FILE NO. 8508230001, IN VOLUME 6 OF SURVEYS, PAGE 104, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE WEST 1/4 OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W. M.

Grantee:
BANK OF AMERICA, N.A.

Grantor(s):
JOSEPH D. TOPNESS AND JEAN Y. TOPNESS

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

Literal Tracking

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 ext. 5011

WAN 328555
Account Number: 35368200132665199

CAP Number: 053011314280

Date Printed: 11/10/05

Reconveyance Fee: \$ 0.00

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 12th day of NOVEMBER, 2005 between JOSEPH D. TOPNESS AND JEAN Y. TOPNESS,
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 07/13/05 in the original commitment amount of \$ 112,000.00, 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 13 day of JULY, 2005, and recorded in the real estate records of Skagit, County WA, under Auditor's File No. 200508260125 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 \$ 174,490.00

CLS3200-1 /0008/NW 06-05

93-05-3200NSB

Reference No: 013002 - 053011314280

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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 Mount Vernon Banking Center on this 14th day of November, 2005.

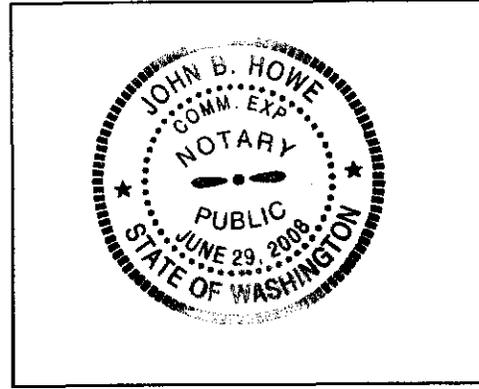
Joseph D. Topness
JOSEPH D. TOPNESS

Jean Y. Topness
JEAN Y. TOPNESS



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
Prepared by:

Jennifer M. Nicks
Bank of America, N.A.
9000 Southside Blvd. Bldg 700
Jacksonville, FL 32256
(800) 444-4302

STATE OF Washington

County of Skagit

On this day personally appeared before me JOSEPH D. TOPNESS and JEAN Y. TOPNESS

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 Joseph D & Jean Y. Topness 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 14th day of November, 2005.



NOTARY PUBLIC in and for the State of Washington residing at

Skagit County

Dated: 11/14/05. My appointment expires 6/29/08

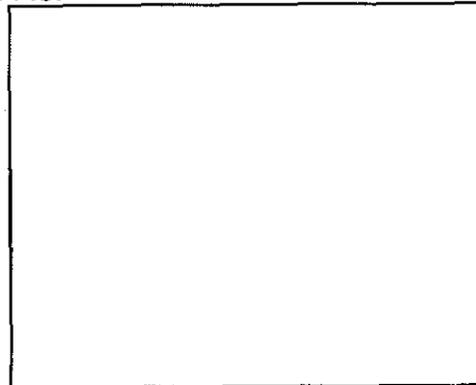
(NOTARY PUBLIC FOR THE STATE OF Washington)



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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: _____



200512200080
Skagit County Auditor

Order ID: 1881459

Loan No.: 3285555

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

TRACT 1, OF SURVEY RECORDED AUGUST 23, 1985, AS AUDITOR'S FILE NO. 8508230001, IN VOLUME 6 OF SURVEYS, PAGE 104, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE WEST 1/4 OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W. M.



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