



200512290018
Skagit County Auditor

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THIS INSTRUMENT PREPARED BY:
Randy Kirchmann

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS 1120

LOAN NUMBER: 23494768 ASSESSOR PARCEL NUMBER: P83612

8507836

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT *unmarried*

This Modification Agreement (the "Modification") is made as of 11/23/2005, between Steven F Lieberg (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide Home Loans, Inc."), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in Steven F Lieberg, dated 2/3/2003 and recorded 2/14/2003, in Book Number -----, at Page Number -----, as Document No. 200302140226, in the Official Records of the County of Skagit, State of Washington (the "Security Instrument"), and covering the real property with a commonly known address of: 3867 BAY LANE ANACORTES, WA 98221 (the "Property"), and more specifically described as follows:

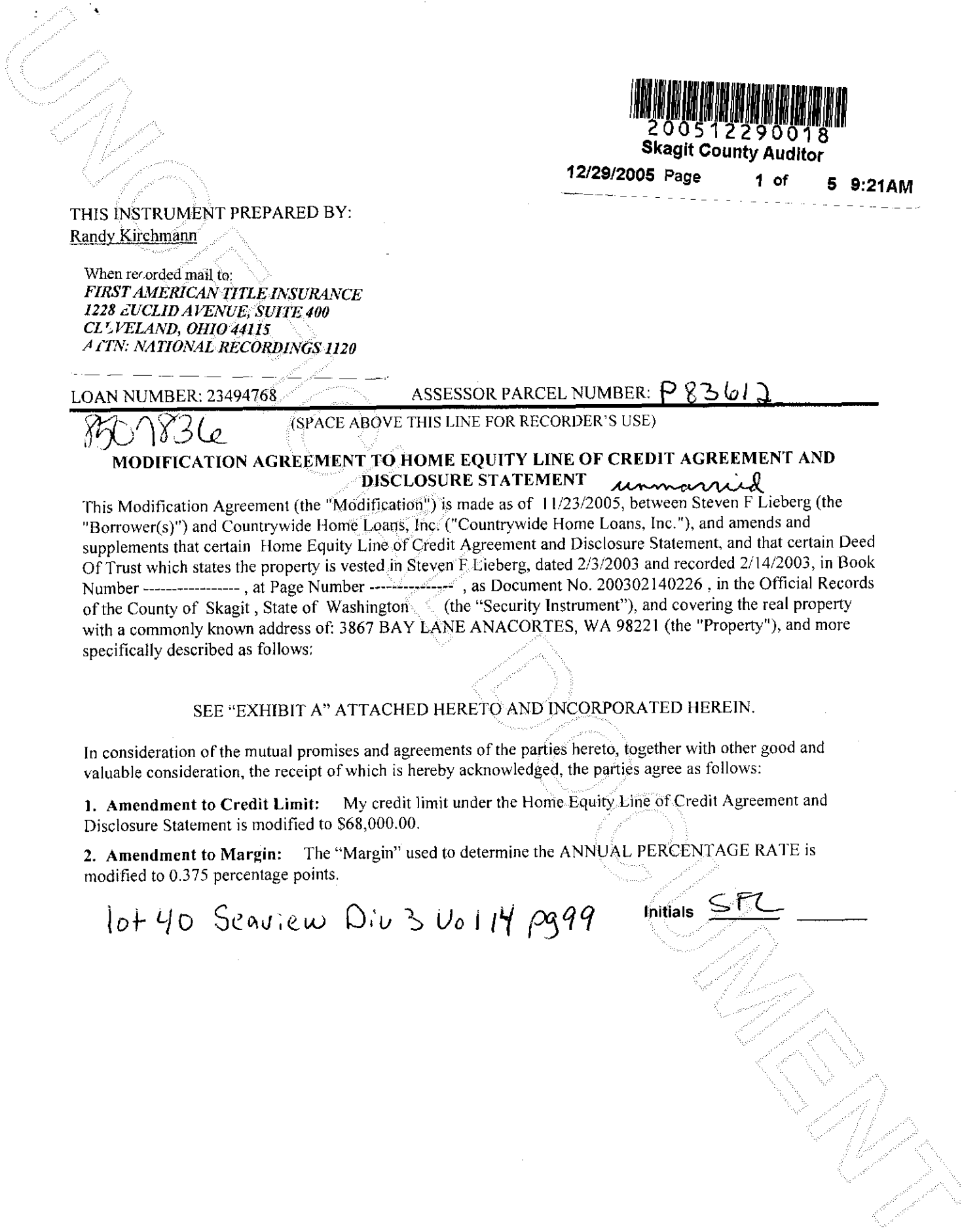
SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$68,000.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 0.375 percentage points.

lot 40 Seaview Div 3 Uo 114 pg 99

Initials SFL



LOAN NUMBER: 23494768

3. Representation of Borrower(s): Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 2/3/2003. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

4. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

5. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective no later than the first business day of the next month, if the signed documents are received by Countrywide Home Loans, Inc. no later than the 20th calendar day. Otherwise, this modification will be effective no later than the 10th business day of the month thereafter. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans, Inc. within fourteen (14) days from the above-specified date.

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IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

BORROWER(S)

[Signature] 11/29/05
Steven F Lieberg Date Date

Witness _____
Signature of Witness Signature of Witness

CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

Date Date

Witness _____
Signature of Witness Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of WASHINGTON
County of SKAGIT

On NOV 29 2005, before me, Lewis A Willis
Date Name of Notary Public

personally appeared STEVEN E LIEBERG is subscribed to
Name(s) of Borrower(s)/Owner(s)

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature [Signature]
Signature of Notary Public
Lewis A Willis



LOAN NUMBER # 23494708

PLEASE DO NOT WRITE BELOW - COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A. ONLY

LENDER

Treasury Bank, N.A., by Countrywide Home Loans Servicing LP, Its True and lawful Attorney-in-Fact

By: Gary Hill
Gary Hill, 1st Vice President

Notary Acknowledgment for Lender
State of California
County of Ventura

On 11-25-2005, before me Michelle M. Trejo, personally appeared Gary Hill, 1st Vice President of Countrywide Home Loans Servicing LP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL SEAL

Signature Michelle M. Trejo
Signature of Notary of Public
Michelle M Trejo



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EXHIBIT A

LOT 40 PLAT OF SEAVIEW DIVISION NUMBER 3, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGES 99 AND
100, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 40 SEAVIEW DIV 3 VOL 14 PG 99

Permanent Parcel Number: P83612
STEVEN F. LIEBERG, A SINGLE PERSON

3867 BAY LANE, ANACORTES WA 98221
Loan Reference Number : 3541113/23494768
First American Order No: 8507836
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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