



200603240177

Skagit County Auditor

3/24/2006 Page

1 of

7 3:26PM

**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

120292-SE

Account Number: 35368200120539399

CAP Number: 060590923300

Date Printed: 03/13/06

Reconveyance Fee: \$ 0.00

**Real Estate Line of Credit Modification Agreement**

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 14th day of MARCH, 2006 between JAMES W. MACARTNEY AND ELKE S. MACARTNEY,  
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 10/21/04 in the original commitment amount of \$ 50,000.00, 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 21 day of OCTOBER, 2004, and recorded in the real estate records of SKAGIT, County WA, under Auditor's File No. 200411220010 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 \$ 100,000.00.

Lot 623 Shelter Bay 4  
Tax #: L84620

CLS3200-1 /0008/NW 06-05

93-05-3200NSB

Reference No: 013002 - 060590923300

Page 1 of 4

Washington

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

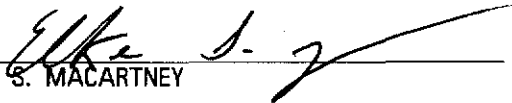
Grantor represents and agrees that Grantor is lawfully seized of said premises in fee simple, and that the lien of said interest is, and shall continue with the same priority, a lien upon said premises to secured payment of said obligation.

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, Va.  
on this 30<sup>th</sup> day of Mar, 2006.

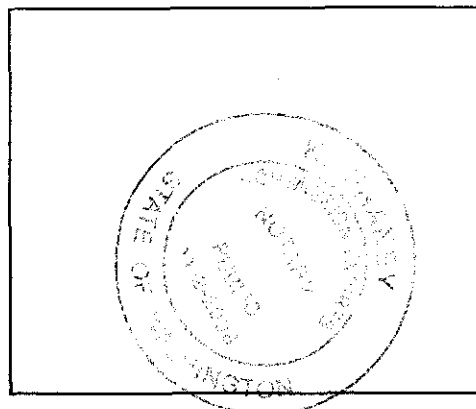
  
JAMES W. MACARTNEY

  
ELKE S. MACARTNEY



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 JAMES W. MACARTNEY and ELKE S. MACARTNEY

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 20th day of Mar, 2006.

Kancy  
NOTARY PUBLIC in and for the State of Wash residing at

Mc Vernon  
Dated: 3-20-06 My appointment expires 11-02-06

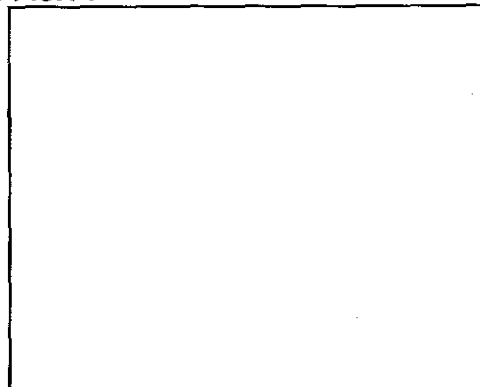
(NOTARY PUBLIC FOR THE STATE OF Wash)



200603240177  
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: \_\_\_\_\_



Submitted for Recordation  
By and Return to

Loan Number:

**Bank of America**

P.O. Box 2314  
Rancho Cordova, CA 95741

ACAP I.D. #

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**CONSENT TO ENCUMBRANCE OF LEASE  
AND AMENDMENT TO LEASE**

James W. Macartney and Elke S. Macartney is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated November 5, 1970, with Shelter Bay Company, a Washington Corporation as Lessor ("Lessor") recorded or a Memorandum of which was recorded on November 9, 1970 in Book N/A, Page N/A, Official Instrument No. 745534 of Official Records of Skagit County, state of Washington, pertaining to the property described in herein (the "Leased Property").

1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased Property (the "Leasehold") by mortgage, deed of trust or security deed (the "Security Instrument") in favor of Bank of America, N.A. ("Encumbrancer") to secure a note in the principal sum of \$100,000.00, and other obligations set forth in the Security Instrument which is recorded concurrently herewith in the Official Records of Skagit County, state of Washington, and (b) agrees that the terms hereof shall govern over any provision inconsistent herewith in the Lease.

2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for termination thereof exists.

3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be made without the consent of Lessor:

(a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument, or assignment in lieu of foreclosure; and

(b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.

4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on Encumbrancer by Lessor of Lessor's intention so to terminate:

(1) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease, or if the default or breach is not so curable, commences, or cause the trustee under the deed of trust to commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered by the Security Instrument; and

(2) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is release or reconveyed thereunder, or is transferred upon judicial foreclosure of by an assignment in lieu of foreclosure.

5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the notice of default to Lessee, as provided in the Lease and sent to the following address: BANK OF AMERICA, N.A., P.O. BOX 2314, RANCHO CORDOVA, CA 95741

6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer as provided in the Security Instrument.

7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any, shall be paid to Lessor and Lessee, as their interests may appear.

8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only with the prior written consent of Encumbrancer.

9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the Leasehold improvements.

10. The terms hereof shall insure to the benefit of and be binding upon the parties, their successors and assigns.

11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any extensions or renewals thereof.

12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended and modified for the benefit of Encumbrancer only.

13. Except as provided herein, the Lease shall remain in full force and effect as originally written.

A leasehold interest in the following described tract:

Lot 623, "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.



200603240177

Skagit County Auditor

3/24/2006 Page

5 of

7 3:26PM

In this Consent the singular number includes the plural, whenever the context so requires.

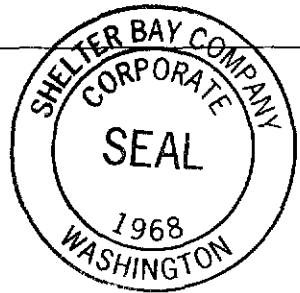
LESSOR:

Dated:

3/21/06

Judy L. Grosvenor  
Shelter Bay Company, a Washington corporation

Judy L. Grosvenor  
Manager



LESSEE:

Dated:

3/20/06

James W. McCartney  
James W. McCartney

Elke S. McCartney  
Elke McCartney

(Attach Notary Acknowledgements)

#### APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 23 day of MARCH, 2006

United States Department of the Interior  
Bureau of Indian Affairs

By: Stanley S. Surridge

Title Acting Supt

Stanley S. Surridge, Acting Supt.  
Puget Sound Agency



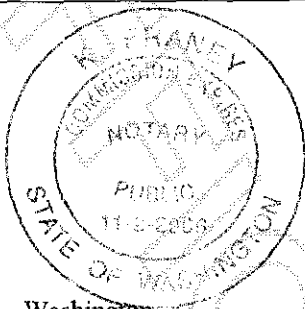
200603240177  
Skagit County Auditor

ACKNOWLEDGMENT

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **James W. Macartney and Elke S. Macartney**  
the person(s) who appeared before me, and said person(s) acknowledged that they  
signed this instrument and acknowledge it to be their free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: 3-20-06

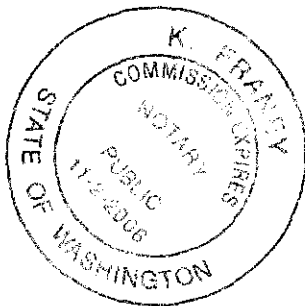


K. Franey  
Kaydeen Franey  
Notary Public in and for the State of Washington  
Residing at: Mount Vernon  
My appointment expires: 11/02/2006

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Judy Grosvenor is  
the person who appeared before  
me, and said person acknowledged that she signed this instrument, on oath stated She is  
authorized to execute the instrument and is The Manager  
of Shelter Bay Company  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 3-21-06



K. Franey  
K. Franey  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 11-02-06

