Skagit County Auditor

8 10:50AM

This instrument was prepared by: Washington Mutual Bank 2005 Cabot Blvd. West

5/15/2006 Page 1 of

Langhorne, PA 19047 Attn: Group 9, Inc. This document was prepared by: ERICA NEUBERGER WASHINGTON MUTUAL BANK

333 E BUTTERFIELD RD LOMBARD, IL 60148-5617

Washington Mutual

MODIFICATION OF THE WaMu Equity Plus ™

0647201870 Loan Number:

Grantor/Mortgagor: DIANA F FRIZZELL

Borrower(s): DIANA F FRIZZELL

	St.	geta N	
This Modification of the	WaMu Equity Plus(TN	/I) Agreement and	I Security Instrument
("Modification") is made and			
Washington Mutual Bank	("we," "us," "our,"	or "Bank") and the of	ther person(s) signing
below ("Borrower" or "Grantor		77 11	•
Borrower and Bank are par	rties to aWaMu Equ	ity Plus 🔝 agreemer	nt including any riders
or previous amendments, the	("Agreement") that es	tablishes an account	with a loan number
identified above (the "Account	") from which Borrower	may obtain credit adv	rances on a revolving
basis from Bank. The Agreeme	ent is secured by a morto	gage, deed of trust, tru	ust indenture, deed to
secure debt or other security in	strument ("Security Instru	ument") executed by G	irantor/Mortgagor and
recorded on 07/18/2005	as Instrument N	lo. 200507180104	_, in Book or Liber
, Page(s)	, in the Official Record	ds of SKAG	County,
Washington. The Security Ins	strument secures perforr	nance of Borrower's	obligations under the
Agreement and encumbers the			
address below (the "Property	/"), more particularly d	escribed in Exhibit "	A" attached to and
incorporated herein as part of	this Modification. 🚕 🙉	16-C. Wat 202 Bust	DIDE-1 THE KIDGE
incorporated herein as part of	27 Mapport Creek	COUNTY ON	2000000
		• • •	
Tax Parcel Number:	P120832		

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

Borrower, Grantor/Mortgagor, and Bank agree as follows:

BANK

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 Borrower, Grantor/Mortgagor, 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.

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.

Property Address:
1416 LINDSAY LOOP UNIT 202 MOUNT VERNON, WA 98274-9149
Washington Mutual Bank By: (Bank Officer Signature) (Printed Name) (Officer Title)
state of washington) ss
The foregoing instrument was acknowledged before me this Amay of April 2007 by MCUSSA ON MULE as PERSONAL FINANCIAL REP (Bank Officer Name) (Bank Officer Title) of Washington Mutual Bank
WITNESS my hand and official seal
My commission expires: FEDY MAYY 3,2010 White the second

BANK

Skagit County Auditor

2 of

8 10:50AM

5/15/2006 Page

32649 (02/08/06) w7.2

By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

GRANTOR/MORTGAGOR:

DIANA F FRIZZELL

BANK

200605150087 Skagit County Auditor

5/15/2006 Page

3 of

8 10:50AM

By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):

DIANA F FRIZZELL

BANK

200605150087 Skagit County Auditor

5/15/2006 Page

4 of

8 10:50AM

STATE OF WASHINGTON)	
COUNTY OF Skacht) SS	
On this day personally appeared before me :	
DIANA F FRIZZELL	_ and and
	and
	and
	and
	_ and
<u></u>	$_$ and
to me known to be the individuals described in and who executed the within and for	
WITNESS my hand and official seal this 37 day of April , 300 Notary Public in and for the State of Washington Residing at: 9205 Swingson State My Commission expires: 3 2009	<u>6</u> .
Notary Public State of Washington ALYSE J GOODWIN My Appointment Expires Jan 3, 2009	

BANK



.5

EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

UNIT 202, BUILDING 1, "THE RIDGE AT MADDOX CREEK, A CONDOMINIUM, PHASE 1," ACCORDING TO THE DECLARATION THEREOF RECORDED SEPTEMBER 12, 2003, UNDER AUDITOR'S FILE NO. 200309120223, AND SURVEY MAP AND PLANS THEREOF RECORDED SEPTEMBER 12, 2003, UNDER AUDITOR'S FILE NO. 200309120222, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT B-12, "MADDOX CREEK P.U.D. PHASE 3", RECORDED AUGUST 14, 2000, UNDER AUDITOR'S FILE NO. 200008140137, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BANK

200605150087 Skagit County Auditor

5/15/2006 Page

6 of 810:50AM

EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

Annual Fee: There is no annual fee on your Account.

Cancellation Fee: You will not be charged a cancellation fee for canceling the credit line within 36 months following the effective disbursement date or equivalent date stated in the Agreement. 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 \$10,000.00, from the current amount of \$20,000.00 to the increased amount of \$30,000.00. 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.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is 0.000%.

Auto Pay Service for Variable Rate Advances: The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.

BANK



EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments, as described above).

BANK

Skagit County Auditor