This instrument was prepared by: Washington Mutual Bank 2005 Cabot Blvd. West 200606210040 Skagit County Auditor

6/21/2006 Page

1 of

8 11:08AM

Langhorne, PA 19047 Attn: Group 9, Inc.

This document was prepared by: JIMMY FERRER WASHINGTON MUTUAL BANK 333 E BUTTERFIELD RD LOMBARD, IL 60148-5617



## MODIFICATION OF THE WaMu Equity Plus ™

Loan Number: 0064227929

Grantor/Mortgagor:

LEN H. MASCOTT AND BRENDA K. MASCOTT

Borrower(s):

BRENDA K. MASCOTT

LEN H. MASCOTT

This Modification of the	WaMu Equity Plus(TM	) Agreement and	Security Instrument
("Modification") is made a			
	("we," "us," "our," (		tner person(s) signing
below ("Borrower" or "Granto			
Borrower and Bank are p	arties to aWaMu Equi	ty Plus // agreemer	nt including any riders
or previous amendments, th			
identified above (the "Account		The second of th	
basis from Bank. The Agreen			
secure debt or other security i			
recorded on03/31/200			
	, in the Official Record		
Washington. The Security In	nstrument secures perform	ance of Borrower's	obligations under the
Agreement and encumbers ti	ne property described in the	he Security Instrumer	nt and located at the
address below (the "Proper			
incorporated herein as part of			
moorporated norem as part or	ins woundation.	**	
	•		The state of the s
	500007		
Tax Parcel Number:	P39007		
Borrower, Grantor/Mortga	agor, and Bank agree as foll	lows:	

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

200606210040 Skagit County Auditor

2 of

8 11:08AM

6/21/2006 Page

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:	
28975 STATE ROUTE 20 SEDRO W	OOLLEY, WA 98284-8013
Washington Mutual Bank	
By: Jen Kewald	
(Bank Officer Signature)  Walk  (Printed Name)	
Its: Officer Title)	
STATE OF WASHINGTON ) SS	
country of Supape )	
The foregoing instrument was acknowledged before m	e this 18 day of June, 2006, by
(Bank Officer Name)	(Bank Officer Title)
of Washington Mutual Bank .	
WITNESS my hand and official seal	("OFFICIAL SEAL"
My commission expires: 9-11-07	Aziza Gilani
	Notary Public, State of Illinois My Commission Exp. 09/11/2007
Lu're Leilani	
Notary Public	

**BANK** 

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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:** 

BRENDA/K. MASCOTT

EN H. MASCOTT

**BANK** 



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

BORROWER(S):

BRENDA K MARCOT

LEN H. MASCOTT

**BANK** 

200606210040 Skagit County Auditor

6/21/2006 Page

4 of

8 11:08AM

STATE OF WASHINGTON )	
COUNTY OF SKAAIL ) SS	
On this day personally appeared before me :	
BRENDA K. MASCOTT	and
LEN H. MASCOTT	and and
	and
	and
	and
	and
to me known to be the individuals described in and who executed the within and foreg	<u> </u>
WITNESS my hand and official seal this 20th day of	2

## EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

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

LOT 1, SHORT PLAT NO. 95-007, APPROVED AUGUST 25, 1995, RECORDED SEPTEMBER 18, 1995 IN BOOK 12 OF SHORT PLATS, PAGE 27, UNDER AUDITOR'S FILE NO. 9509180016 AND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. (ALSO KNOWN AS A PORTION OF TRACT 5, BACUS HILL.)

**BANK** 



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## EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

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

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$106,500.00, from the current amount of \$59,000.00 to the increased amount of \$165,500.00. 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 0.350%.

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.

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

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## EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

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).

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6/21/2006 Page

8 of 811:08AM