

RETURN ADDRESS:

JPMorgan Chase Bank,
N.A.
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY
40576-1606



200611130252
Skagit County Auditor

11/13/2006 Page 1 of 3 2:31PM

00426370362418

MODIFICATION AGREEMENT

Reference # (if applicable): 200602210084

Additional on page ____

Grantor(s):

1. HUFFMAN, DAVID S

Grantee(s)

1. JPMorgan Chase Bank, NA

Legal Description: PTN LT 1 AND 2, BLK 5, FIRST PL OF SHIP HARBOR, SKAGIT COUNTY, WA

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Assessor's Tax Parcel ID#: 38160050020013

THIS MODIFICATION AGREEMENT dated October 12, 2006, is made and executed between DAVID S HUFFMAN, whose address is 2602 SHANNON POINT RD, ANACORTES, WA 98221 ("Borrower"), DAVID S HUFFMAN, A SINGLE MAN, AS HIS SEPARATE PROPERTY, whose address is 2602 SHANNON POINT RD, ANACORTES, WA 98221 ("Grantor"), and JPMORGAN CHASE BANK, N.A. ("Lender").



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HUFFMAN, DAVID

MODIFICATION AGREEMENT

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MODIFICATION AGREEMENT
(Continued)

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Loan No: 00426370362418

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **December 29, 2005**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **December 29, 2005** and recorded on **February 21, 2006** in Recording/Instrument Number **200602210084**, in the office of the County Clerk of **SKAGIT, Washington** (the "Mortgage").

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SKAGIT County, State of Washington:

Parcel ID Number: 38160050020013

ALL THAT PORTION OF LOTS 1 AND 2, BLOCK 5, FIRST PLAT OF SHIP HARBOR, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 2602 SHANNON POINT RD, ANACORTES, WA 98221. The Real Property tax identification number is 38160050020013.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$132,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$132,000.00** at any one time.

As of **October 12, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.26%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Credit Line Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED OCTOBER 12, 2006.

BORROWER:

x David S. Huffman
DAVID S HUFFMAN,
Individually

GRANTOR:

x David S. Huffman
DAVID S HUFFMAN,
Individually



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MODIFICATION AGREEMENT

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Loan No: 00426370362418

(Continued)

LENDER: JPMorgan Chase Bank N.A.

x Amy Kauble
Authorized Signer

AMY KAUBLE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

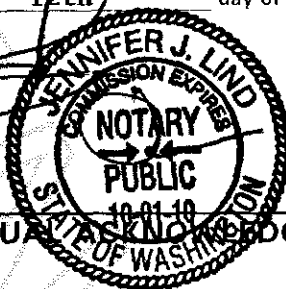
COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared DAVID S HUFFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of October, 20 06

By

Notary Public in and for the State of WA



Residing at Bow

My commission expires 10/01/2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

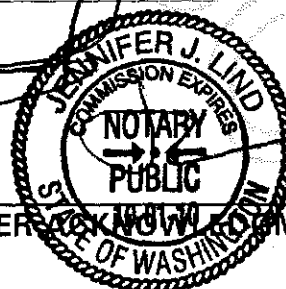
COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared DAVID S HUFFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of October, 20 06

By

Notary Public in and for the State of WA



Residing at Bow

My commission expires 10/01/2010

LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette

On this 8 day of November, 20 06, before me, the undersigned Notary Public, personally appeared AMY KAUBLE and personally known to me or proved to me on the basis of satisfactory evidence to be the authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By

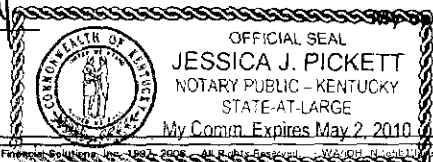
Notary Public in and for the State of WA

Jessica J Pickett

Residing at

JPMorgan Chase Bank WA
5210

My commission expires



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