

**RETURN ADDRESS:**

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



200612010049  
Skagit County Auditor

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449219717825

**MODIFICATION AGREEMENT**

Reference # (if applicable): 200501040105 Additional on page \_\_\_\_\_

- Grantor(s):
1. SOLOMON, SHIRLEY J.
  2. MILLER, CURTIS A

- Grantee(s)
1. JPMorgan Chase Bank, NA

Legal Description: ABBREV: PTN 10-33-3, SKAGIT COUNTY Additional on page 2

Assessor's Tax Parcel ID#: 33031040060002

**THIS MODIFICATION AGREEMENT dated November 7, 2006, is made and executed between SHIRLEY J SOLOMON and CURTIS A MILLER, whose addresses are 15816 POLSON RD, MOUNT VERNON, WA 98273 and 15816 POLSON RD, MOUNT VERNON, WA 98273 ("Borrower"), SHIRLEY J SOLOMON, whose address is 15816 POLSON RD, MOUNT VERNON, WA 98273 and CURTIS A MILLER, whose address is 15816 POLSON RD, MOUNT VERNON, WA 98273; AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Grantor"), and JPMORGAN CHASE BANK, NA ("Lender").**



4656145+2  
SOLOMON, SHIRLEY  
MODIFICATION AGREEMENT

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MODIFICATION AGREEMENT

Loan No: 449219717825

(Continued)

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated December 28, 2004, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated December 28, 2004 and recorded on January 4, 2005 in Recording/Instrument Number 200501040105, 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: 33031040060002

THAT PORTION OF THE SOUTH 1/2 OF THE WEST 528 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 3 EAST, W.M. IN SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 15816 POLSON RD, MOUNT VERNON, WA 98273. The Real Property tax identification number is 33031040060002.

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 \$65,000.00. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed \$65,000.00 at any one time.

As of November 7, 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 endorsers 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 NOVEMBER 7, 2006.

BORROWER:

X Shirley J Solomon
SHIRLEY J SOLOMON,
Individually

X Curtis A Miller
CURTIS A MILLER,
Individually



200612010049
Skagit County Auditor

MODIFICATION AGREEMENT

Loan No: 449219717825

(Continued)

GRANTOR:

X Shirley J Solomon, Individually

X Curtis A Miller, Individually

JPMorgan Chase Bank, NA

LENDER:

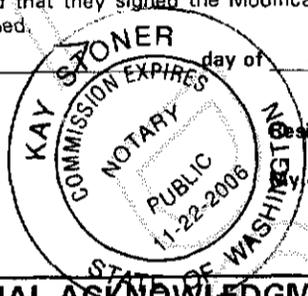
X Ellen Brady, Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )
COUNTY OF Skagit ) SS

On this day before me, the undersigned Notary Public, personally appeared SHIRLEY J SOLOMON and CURTIS A MILLER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1 November, 2006
By Kay Stoner, Notary Public in and for the State of WA, Residing at Bellingham, My commission expires 11-22-2006

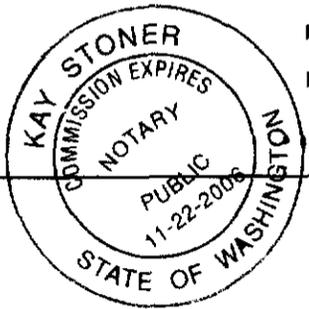


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )
COUNTY OF Skagit ) SS

On this day before me, the undersigned Notary Public, personally appeared SHIRLEY J SOLOMON and CURTIS A MILLER, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification Agreement, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7 November, 2006
By Kay Stoner, Notary Public in and for the State of WA, Residing at Bellingham, My commission expires 11-22-06



200612010049 Skagit County Auditor

