This instrument was prepared by: WASHINGTON MUTUAL BANK 2005 CABOT BLVD. WEST

LANGHORNE, PA 19047 ATTN: GROUP 9, INC. 200701290175 Skagit County Auditor 1/29/2007 Page 1 of 811:34AM

This document was prepared by: 393001
WASHINGTON MUTUAL BANK
333 E BUTTERFIELD RD
LOMBARD, IL 60148-5617

Washington Mutual

32649 (07/13/06) w7.6

## MODIFICATION OF THE WaMu Equity Plus ™

			Loan Number:	0659442990
Grantor/Mortgagor: MELODY L. WYLES-LOHOFF JOII	NED BY SPOUS	SE ROCKY L LOHO	OFF	
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Borrower(s):				
MELODY L WYLES-LOHOFF		ROCKY L LOHO	FF	
This Modification of the	WaMu Equity	Plus(TM) Ag	reement and Sec	urity Instrument
("Modification") is made and washingTON MUTUAL BANK	entered into	on January	13, 2007 by	y and between
below ("Borrower" or "Grantor/Me	ortgagor," as a	pplicable).		
Borrower and Bank are partie	\//s	Mu Fauity Plue	agraamant incl	ludina any ridare
"or previous amendments, the	"Agreement")	that establishes	an account with	a loan number
identified above (the "Account")	from which Bo	prrower may obta	in credit advance:	s on a revolving
basis from Bank. The Agreement	is secured by	a mortgage, deed	of trust, trust in	denture, deed to
secure debt or other security instr	ument ("Secur	ty Instrument") e	xecuted by Granto	r/Mortgagor and
recorded on $\frac{10/12/2006}{\text{, Page(s)}}$	as Instru	ment No. <u>200</u>	610120123 , in	Book or Liber County,
, Page(s), Washington. The Security Instru				
Agreement and encumbers the p	property descri	bed in the Securi	ity Instrument and	d located at the
address below (the "Property")	. more partice	larly described	in Exhibit "A" a	nttached, to and
incorporated herein as part of this	s Modification.	Teach IT	Lat or HERNO	vay Heights
		on 9 P	6 47.	
Tax Parcel Number:	P65	665		54.AN -
<del></del>				
Borrower, Grantor/Mortgagor, and Bank agree as follows:				

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

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**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:	
20457 CURRAN PL MOU	NT VERNON, WA 98274-8019
WASHINGTON MUTUAL BANK	
By: (Bank Officer Signature)	
Susan Guileg (Printed Name)	
Its: Aice	
(Officer Title)	
STATE OF WASHINGTON	· · · · · · · · · · · · · · · · · · ·
COUNTY OF Sno homish	) ss 
The foregoing instrument was acknowledged b	pefore me this 13th day of January, 2007 by
SUSAN WILLY-POL	as OfficeR
(Bank Officer Name) of WASHINGTON MUTUAL BANK	(Bank Officer Title)
WITNESS my hand and official seal	Al-A-m. Public
201	Notary Public State of Washington
My commission expires: 50+10	HEATHER M. LAWLER My Appointment Expires Jun 30, 2007
Health m Hawlik	
Notary Public	

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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:** 

THE UNDERSIGNED JOINS IN THE EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT TO SUBORDINATE ANY INTEREST HE OR SHE MAY HAVE OR MAY ACQUIRE IN THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, ANY HOMESTEAD OF MARITAL RIGHTS, AND TO ACKNOWLEDGE ALL THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDERS HERETO.

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

BORROWER(S):

MELODY L WYLES-LOHOFF

ROCKE LOHOFF

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ATATE OF WACHINGTON	
STATE OF WASHINGTON )	
A CAR OF THE TOTAL CONTRACTOR	
COUNTY OF Show (Charles)	
On this day personally appeared before me :	and
MELODY L WYLES-LOHOFF ROCKY L LOHOFF	and
ROCKY E-LOHOFF	and
_ <del></del>	and
	and and and
	and
	and
_ <del></del>	
to me known to be the individuals described in	and who executed the within and foregoing
instrument and acknowledge that they signed the s	
the uses and purposes therein mentioned.	territor do unon mod dire voluntary det and debuy ter
the daea and purposes more monthly and	46
WITNESS my hand and official seal this	day of Junuary, 2007.
and the second	•
The Market	
Notary Public in and for the State of Washington	
Residing at: ( amant JS and	
My Commission expires: Aug. 2007	Notary Public
- <del>- 100(</del>	State of Washington
	SUSAN G. WILEY-POE My Appointment Expires Aug 1, 2007
	The reproduction expiles may 1, 2007
•	

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## 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:

TRACT 17, ASSESSORS PLAT OF HERMWAY HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 47, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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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 \$65,700.00, from the current amount of \$115,000.00 to the increased amount of \$180,700.00. 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).

Promotional Rates. Beginning on the date we select any Promotional Rates that have been in effect under the Agreement are terminated and the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will be determined, as described in Section 5(c) of the Agreement, without regard to any Promotional Rates contained therein. The effective date for the termination of the Promotional Rates will be shown on the Periodic Statement for the billing cycle in which the Promotional Rates end.

Borrower Initials:

Date: /

Borrower Initials:

Date:

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