This instrument was prepared by: WASHINGTON MUTUAL BANK 444 OXFORD VALLEY ROAD SUITE 300 LANGHORNE, PA 19047 ATTN: GROUP 9, INC.



0751011115



#### MODIFICATION OF THE WaMu Equity Plus \*\*\*

Loan Number:

Grantor/Mortgagor: DAVID H ENSEY AND DEBRA	A, ENSEY		
₹			
Borrower(s):			
DAVID H ENSEY			
This Modification of the	WaMu Equity Plus(T	M) Agreement a	nd Security Instrument
("Modification") is made and WASHINGTON MUTUAL BAN	d entered into on	April 11, 2007	by and between
below ("Borrower" or "Grantor,			
, Page(s)	("Agreement") that est ") from which Borrowel ent is secured by a mort istrument ("Security Inst.") as Instrument [, in the Official Records.")	stablishes an accour r may obtain credit a tgage, deed of trust, rument") executed by No. 20061218009 rds of SK	nt with a loan number dvances on a revolving trust indenture, deed to Grantor/Mortgagor and 9 , in Book or Liber County,
Washington. The Security Ins Agreement and encumbers the address below (the "Property incorporated herein as part of	e property described in y"), more particularly this Modification.	the Security Instrum described in Exhibit	nent and located at the "A" attached to and
Tax Parcel Number:	P111502		- 1675
Borrower, Grantor/Mortgag	gor, and Bank agree as f	ollows:	

BORROWER COPY

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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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:			
7559 MERGANS	SER LN BOW, W	A 98232-9730	<u> </u>
WASHINGTON MUTUAL BANK			
By: // (Bank Officer Signature)			
Tou Papaonts	<u> </u>		
ANNACIZED Some	(		
(Officer Title)			
STATE OF WASHINGTON MY	,		
COUNTY OF DUPAGE	) SS		
The foregoing instrument was acknowledge	ged before me tl	his 16th day of April	, <u>2</u> ∞ 7 by
Tom Papadotos (Bank Officer Name)	asA	(Bank Officer Title)	ner
of WASHINGTON MUTUAL BAN	<u>K</u> .		
WITNESS my hand and official seal		£*************************************	, many
My commission expires: 02 05	11	OFFICIAL SEAL® MARGARET TEISTE NOTARY PUBLIC - STATE OF	
Margary Just	<u>vel</u>	MY COMMISSION EXPIRES:	
<u></u>			~~~

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**Skagit County Auditor** 

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#### 0751011115

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:** 

DAVIDHENSE)

DEBRA A ENSEY

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810:40AM

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

BORROWER(S):

DAVID H ENSEY

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8 10;40AM

A A SAME SAME	
STATE OF WASHINGTON )	
	68
country of Skaget 1	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
On this day personally appeared before me : DAVID H ENSEY	and
DEBRA A ENSEY	and
DESITY, SACE	and
	in and who executed the within and foregoing
WITNESS my hand and official seal this  CACA A A A A A A A A A A A A A A A A A	Notary Public State of Washington NANCY A MAYNARD My Appointment Expires Jan 19, 2010



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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:

LOT 24, SUNSET CREEK PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 168, 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.

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 \$55,000.00, from the current amount of \$160,000.00 to the increased amount of \$215,000.00. 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 1.240%.

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.

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# 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).

Borrower Initials DAZ

Date: <u>4-12-0</u>7

Borrower Initials:

Date: 4-12-07

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