

RETURN ADDRESS:

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



200707020096
Skagit County Auditor

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00426370521227

MODIFICATION AGREEMENT

Reference # (if applicable): 200704170070

Additional on page ____

Grantor(s):

1. WYATT, BRIT
2. WYATT, ANTHONY M.

Grantee(s)

1. JPMorgan Chase Bank, NA

Legal Description: LOT 4 SP 91-12, SKAGIT COUNTY, WASHINGTON.

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Assessor's Tax Parcel ID#: P100987

Increase by \$ 32,000.00

THIS MODIFICATION AGREEMENT dated June 1, 2007, is made and executed between BRIT WYATT and ANTHONY M WYATT, whose addresses are 22647 CULLY RD, SEDRO WOOLLEY, WA 98284 and 22647 CULLY RD, SEDRO WOOLLEY, WA 98284 ("Borrower"), BRIT WYATT and ANTHONY M WYATT, WIFE AND HUSBAND, whose address is 22647 CULLY RD, SEDRO WOOLLEY, WA 98284 ("Grantor"), and JPMORGAN CHASE BANK, N.A. ("Lender").



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WYATT, BRIT
MODIFICATION AGREEMENT

MODIFICATION AGREEMENT
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Loan No: 00426370521227

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated April 2, 2007, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated April 2, 2007 and recorded on April 17, 2007 in Recording/Instrument Number 200704170070, 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: P100987

LOT 4 OF SHORT PLAT NO 91-12, LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH RANGE 4 EAST, W.M., APPROVED MAY 1, 1991 AND RECORDED IN VOLUME 9 OF SHORT PLATS, PAGE 355, UNDER AUDITOR'S FILE NO. 910506007, RECORDS OF SKAGIT COUNTY, WASHINGTON, AS FURTHER IDENTIFIED BY SURVEY RECORDED JANUARY 28, 1993 UNDER AUDITOR'S FILE NO. 9301280001 IN VOLUME 13 OF SURVEYS, PAGE 193, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 22647 CULLY RD, SEDRO WOOLLEY, WA 98284. The Real Property tax identification number is P100987.

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 **\$82,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$82,000.00** at any one time.

As of **June 1, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.13%**.

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 JUNE 1, 2007.

BORROWER:

x Brit Wyatt
BRIT WYATT, Individually

x Anthony M. Wyatt
ANTHONY M. WYATT,
Individually



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MODIFICATION AGREEMENT
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Loan No: 00426370521227

GRANTOR:

X Brit Wyatt
BRIT WYATT, Individually

X Anthony M Wyatt
ANTHONY M WYATT,
Individually

Recording Requested By:
JPMorgan Chase Bank, NA

LENDER:

X Rhonda Berry
Authorized Signer RHONDA BERRY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHington

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COUNTY OF SKagit

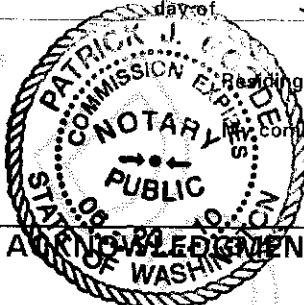
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On this day before me, the undersigned Notary Public, personally appeared **BRIT WYATT and ANTHONY M WYATT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Modification 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 1st day of June, 2007

By Pat J. Goode

Notary Public in and for the State of Washington



Residing at Bellingham

My commission expires 06/23/2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington

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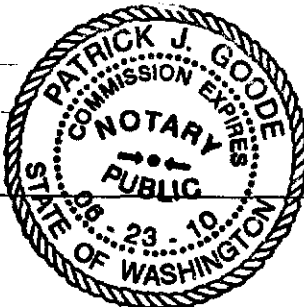
COUNTY OF SKagit

On this day before me, the undersigned Notary Public, personally appeared **BRIT WYATT and ANTHONY M WYATT**, 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 1st day of JUNE, 2007

By Pat J. Goode

Notary Public in and for the State of Washington



Residing at Bellingham

My commission expires 6/23/2010



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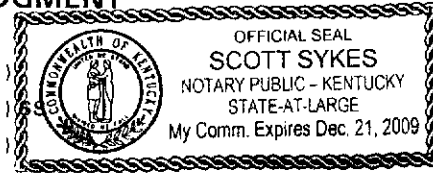
Loan No: 00426370521227

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LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette



On this 26th day of June, 20 07, before me, the undersigned Notary Public, personally appeared Rhonda Berry and personally known to me or proved to me on the basis of satisfactory evidence to be the Lender, 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 Scott Sykes SCOTT SYKES

Residing at Chase Bank, Fayette Co

Notary Public in and for the State of KY

My commission expires 12/21/2009

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