

**RETURN ADDRESS:**

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



200708100045  
Skagit County Auditor

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00429258787077

**MODIFICATION AGREEMENT**

Reference # (if applicable):

200310290151

Additional on page \_\_\_\_

Grantor(s):

1. GORDON SR, DON E
2. GORDON, KAY N

Grantee(s)

1. JPMorgan Chase Bank, NA

Legal Description: PORTION LT 12, BERGMAN'S LAKE MCMURRAY  
SKAGIT COUNTY

Vol 8,

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Assessor's Tax Parcel ID#: P61941 AND P18345

THIS MODIFICATION AGREEMENT dated July 6, 2007, is made and executed between DON E GORDON SR and KAY N GORDON, whose addresses are 23191 STATE ROUTE 9, MOUNT VERNON, WA 98274 and 23191 STATE ROUTE 9, MOUNT VERNON, WA 98274 (referred to below as "Borrower"), DON E GORDON, SR AND KAY N GORDON, HUSBAND AND WIFE, whose address is 23191 STATE ROUTE 9, MOUNT VERNON, WA 98274 (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 43240.



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GORDON, DON  
MODIFICATION AGREEMENT

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# MODIFICATION AGREEMENT

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## RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **October 20, 2003**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **October 20, 2003** and recorded on **October 29, 2003** in Recording/Instrument Number **200310290151**, 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: P61941 AND P18345

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: THAT PORTION OF LOT 12, LYING EASTERLY OF A LINE PARALLEL WITH AND 175 FEET WEST OF THE EAST LINE OF SAID LOT 12, "ASSESSOR'S PLAT OF BERGMAN'S LAKE MCMURRAY TRACTS", ACCORDING TO THE PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EASTERLY 75 FEET THEREOF AS MEASURED PARALLEL TO AND ADJOINING THE WEST BOUNDARY LINE OF LOT 13, EXTENDING FROM WASHINGTON STATE HIGHWAY NO. 9 TO THE SHORE OF LAKE MCMURRAY AND ALSO EXCEPT THE WEST 25 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO, AND BY LINES DRAWN PARALLEL WITH, THE EAST LINE OF SAID TRACT 12. PARCEL B: THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT-OF WAY CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8702180078, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING BETWEEN THE EASTERLY AND WESTERLY LINES EXTENDED, OF THE FOLLOWING DESCRIBED PROPERTY: THE WESTERLY 75 FEET OF THAT PORTION OF LOT 12, LYING EASTERLY OF A LINE PARALLEL WITH AND 150 FEET WEST OF THE EAST LINE OF SAID LOT 12, "BERGMAN'S LAKE MCMURRAY TRACTS", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 23191 STATE ROUTE 9, MOUNT VERNON, WA 98274. The Real Property tax identification number is P61941 AND P18345.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

As of **July 6, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.76%**.

Your Credit Line Account may be charged the lesser of 1% of your original Credit Line or \$400 if you close your Credit Line Account within the earlier of: a) three (3) years from the date of this Modification Agreement shown above; or b) five (5) years from the date your Equity Line Agreement was signed.

**CONTINUING VALIDITY.** Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Agreement and Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Agreement and Mortgage as amended 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 Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 Mortgage or any prior modification thereto 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 JULY 6, 2007.**



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MODIFICATION AGREEMENT  
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Loan No: 00429258787077

BORROWER:

[Signature]  
DON E GORDON SR,  
Individually  
x [Signature]  
KAY N GORDON, Individually

GRANTOR:

[Signature]  
DON E GORDON SR,  
Individually  
x [Signature]  
KAY N GORDON, Individually

LENDER:

[Signature]  
Authorized Signer  
Keli Tucker

INDIVIDUAL ACKNOWLEDGMENT

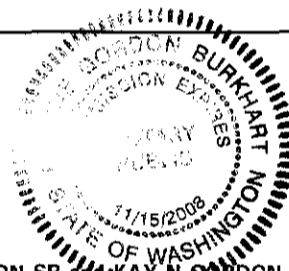
STATE OF WA )  
 ) SS  
COUNTY OF SKAGIT )

On this day before me, the undersigned Notary Public, personally appeared DON E GORDON SR and KAY N GORDON, 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 6TH day of JULY, 20 07

By [Signature]  
Notary Public in and for the State of WA

Residing at MOUNT VERNON  
My commission expires 11-15-2008



INDIVIDUAL ACKNOWLEDGMENT

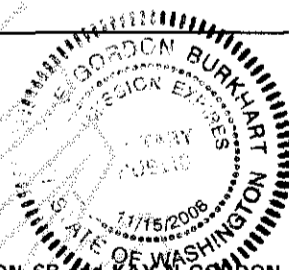
STATE OF WA )  
 ) SS  
COUNTY OF SKAGIT )

On this day before me, the undersigned Notary Public, personally appeared DON E GORDON SR and KAY N GORDON, 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 6TH day of JULY, 20 07

By [Signature]  
Notary Public in and for the State of WA

Residing at MOUNT VERNON  
My commission expires 11-15-2008



MODIFICATION AGREEMENT  
(Continued)

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Loan No: 00429258787077

LENDER ACKNOWLEDGMENT

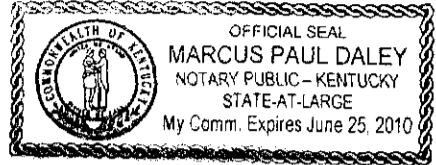
STATE OF

Kentucky

COUNTY OF

Fayette

)  
) SS  
)



On this 2nd day of August, 20 07, before me, the undersigned Notary Public, personally appeared Kel. Tucker 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

Marcus Paul Daley

Residing at

Fayette Co.

Notary Public in and for the State of KY

My commission expires

6-25-10

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