

RETURN ADDRESS:

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



200709210033
Skagit County Auditor

9/21/2007 Page

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3 9:46AM

00429258936144

MODIFICATION AGREEMENT

Reference # (if applicable):

200412290076

Additional on page ____

Grantor(s):

1. BYERLY, TODD CAMERON

Grantee(s)

1. JPMorgan Chase Bank, NA

Legal Description: LT 1 BLK-B, TOWN PLAT OF HAMILTON, SKAGIT COUNTY, WASHINGTON

Vol 1.

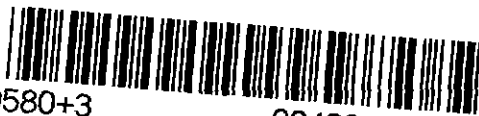
Additional on page 2

Assessor's Tax Parcel ID#: P73655

Doc # 200412290076

Increased by \$54,000

THIS MODIFICATION AGREEMENT dated July 18, 2007, is made and executed between TODD CAMERON BYERLY, whose address is 201 S 1ST ST, HAMILTON, WA 98255 (referred to below as "Borrower"), TODD CAMERON BYERLY, AN UNMARRIED MAN, whose address is 201 S 1ST ST, HAMILTON, WA 98255 (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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BYERLY, TODD
MODIFICATION AGREEMENT

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MODIFICATION AGREEMENT
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Loan No: 00429258936144

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **December 15, 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 15, 2004** and recorded on **December 29, 2004** in Recording/Instrument Number **200412290076**, 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: P73655

LOT 1, BLOCK B, TOWN PLAT OF HAMILTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 15, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Real Property or its address is commonly known as 201 S 1ST ST, HAMILTON, WA 98255. The Real Property tax identification number is P73655.

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 **\$84,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$84,000.00** at any one time.

As of **July 18, 2007** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **2.35%**.

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.

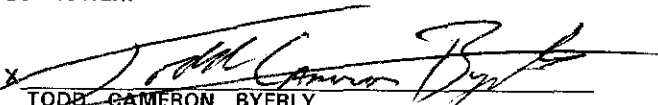
CONTINUING VALIDITY. Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Agreement and Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 18, 2007.

BORROWER:

X 
TODD CAMERON BYERLY,
Individually

GRANTOR:

X 
TODD CAMERON BYERLY,
Individually



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MODIFICATION AGREEMENT
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Loan No: 00429258936144

LENDER: Recording Requested By:
JPMorgan Chase Bank, NA

X Peggy A. Marr
Authorized Signer Peggy A Marr

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this day before me, the undersigned Notary Public, personally appeared TODD CAMERON BYERLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of July, 20 07

By Debra L B Smith
Notary Public in and for the State of WA

Residing at 2019 Evening Star Ln
Bellingham WA 98229
My commission expires 9-15-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Whatcom)

On this day before me, the undersigned Notary Public, personally appeared TODD CAMERON BYERLY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of August, 20 07

By Debra L B Smith
Notary Public in and for the State of WA

Residing at 2019 Evening Star Ln
Bellingham WA 98229
My commission expires 9-15-11

LENDER ACKNOWLEDGMENT

STATE OF Kentucky)
) SS
COUNTY OF Fayette)



On this 14th day of September, 20 07, before me, the undersigned Notary Public, personally appeared Peggy A Marr and personally known to me or proved to me on the basis of satisfactory evidence to be the Signer 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
Notary Public in and for the State of KY

Residing at Chase Park, Fayette Co
My commission expires 12/21/2009



200709210033
Skagit County Auditor