

This instrument was prepared by:  
WASHINGTON MUTUAL BANK

Record & Return to:  
Group9 Abstract, Inc.  
W140 N8917 Lilly Road  
Menomonee Falls, WI 53051



200711210049

Skagit County Auditor

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Washington  
Mutual

## MODIFICATION OF THE WaMu Equity Plus<sup>TM</sup> SECURITY INSTRUMENT

Grantor/Mortgagor:

Account Number: 0675372429

PHILIP J KINKEL AND KELLY L KINKEL

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on November 8, 2007 by and between WASHINGTON MUTUAL BANK ("we," "us," "our," or "Bank") and the other person(s) signing below ("collectively, the Grantor/Mortgagor").

Bank and Grantor/Mortgagor are parties to a WaMu Equity Plus Agreement and Disclosure (including any riders and previous amendments, the "Agreement"), which is being amended by a separate document with the same date as this Modification. The Agreement establishes an account for the borrower(s) identified therein (collectively, the "Borrower") with the Account Number identified above (the "Account") from which Borrower may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt, security deed, or other security instrument (including any riders and previous amendments, the "Security Instrument") executed by Grantor/Mortgagor and recorded on 12/21/2004 as Instrument No. 200412210089, in Book or Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, in the Official Records of SKAGIT County, Washington. The Security Instrument secures the performance of Borrower's obligations under the Agreement and Grantor/Mortgagor's obligations under the Security Instrument, and encumbers the property described in the Security Instrument and located at the Property Address stated below (the "Property"), as more particularly described in Exhibit "A" attached to and incorporated into this Modification.

Tax Parcel Number: P111485

Bank and Grantor/Mortgagor agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the

**Security Instrument.** To the extent of any inconsistency between the provisions of this Modification and the provisions of the Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Security Instrument. Except as modified, amended or supplemented by this Modification, the 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 Bank and each Grantor/Mortgagor.

**2. Modified Terms and Conditions.** The Security Instrument is modified, amended and supplemented by this Modification, as follows:

**Credit Limit Increase:** The Credit Limit stated in the Agreement and the Security Instrument is hereby increased by \$15,999.00, from the current amount of \$234,000.00 to the increased amount of \$249,999.00. 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 and your obligation not to request or obtain a credit advance that will cause your Account balance to exceed your Credit Limit, remain in full force and effect (except for any changes resulting from the amendment of the Agreement referenced above).

**3. Other Changes to the Agreement.** The terms and conditions of the Agreement have been amended in certain respects, and reference is made to the amended Agreement for information relating to the same.

**4. Definition of Terms.** Except as otherwise provided in this Modification, the terms used in this Modification shall have the same meanings as the same or substantially equivalent terms used in the Security Instrument, whether or not the terms used in this Modification or the Security Instrument, are capitalized.

Property Address:

7348 TEAL LN BOW, WA 98232-9603




0675372429

By signing below, Bank and Grantor/Mortgagor accept and agree to the terms and conditions of this Modification effective as of the date first set forth above.

BANK:

WASHINGTON MUTUAL BANK

By:



(Bank Officer Signature)

Erin E Anderson

(Printed Bank Officer Name)

Its:

Officer

(Bank Officer Title)

STATE OF WASHINGTON

)

) SS

COUNTY OF Whatcom

)

The foregoing instrument was acknowledged before me this 8th day of November, 2007, by

ERIN E ANDERSON

as

OFFICER

(Bank Officer Name)

(Bank Officer Title)

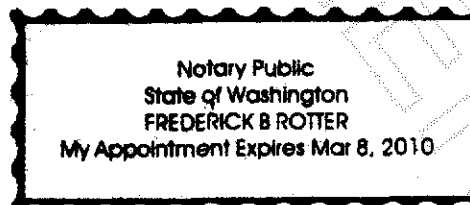
of WASHINGTON MUTUAL BANK

WITNESS my hand and official seal

My commission expires: MARCH 8, 2010



Notary Public



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GRANTOR/MORTGAGOR:

  
PHILIP J KINKEL

  
KELLY L KINKEL

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STATE OF WASHINGTON )

) SS

COUNTY OF Whitman )

On this day personally appeared before me :

PHILIP J KINKEL

and

KELLY L KINKEL

and

and

and

and

and

and

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 8th day of November, 2007.



Notary Public in and for the State of Washington

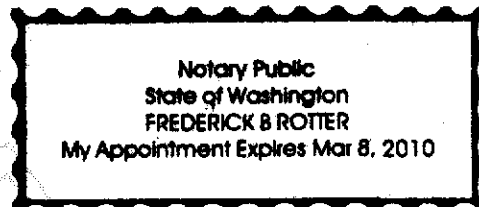
Residing at: BELLEVUEMy Commission expires: March 8, 2010

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 7, SUNSET CREEK PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 168, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION LOT 8, SUNSET CREEK PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 168 THROUGH 172, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 90 DEGREES00'00" WEST, ALONG THE LINE COMMON TO LOT 7 AND LOT 8 OF SAID PLAT, A DISTANCE OF 423.10 FEET TO THE NORTHWEST COMER OF SAID LOT 8 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS POINT WHICH BEARS SOUTH 68 DEGREES07'50" WEST, 45.00 FEET; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID LOT 8, BEING THE EASTERLY MARGIN OF TEAL LANE, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46 DEGREES08'25", AN ARC DISTANCE OF 36.24 FEET; THENCE 85 DEGREES14'41" EAST, 425.31 FEET TO THE POINT OF BEGINNING.

