

This instrument was prepared by:  
WASHINGTON MUTUAL BANK

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



200712070034  
Skagit County Auditor

12/7/2007 Page 1 of 6 11:18AM



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

Grantor/Mortgagor:

Account Number: 0025629320

"WILLIAM P SCHMIDT" WHO ACQUIRED TITLE AS "WILLIAM SCHMIDT" AND JANICE SCHMIDT

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on November 20, 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 11/02/2004 as Instrument No. 200411020026, 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.

Lot 4,  
Section 1, Township 35 north, Range 7 east.

Tax Parcel Number: P42190

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 \$20,000.00, from the current amount of \$104,000.00 to the increased amount of \$124,000.00. 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 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:

6939 GALLAGHER RD CONCRETE, WA 98237-9445



0025629320

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)

(Printed Bank Officer Name)

Its:

(Bank Officer Title)

STATE OF Texas

COUNTY OF Dallas

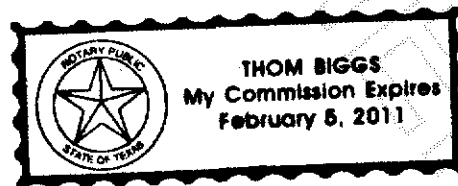
)  
) SS  
)

The foregoing instrument was acknowledged before me this 27 day of Nov, 07, by M. Ward as Bank Officer of WASHINGTON MUTUAL BANK

WITNESS my hand and official seal

My commission expires: 2-5-11

Notary Public



3 2 6 4 9 B (06/12/07) w8.3



200712070034  
Skagit County Auditor  
12/7/2007 Page 3 of 6 11:18AM

0025629320

GRANTOR/MORTGAGOR:

William P. Schmidt  
WILLIAM P SCHMIDT

Janice Schmidt  
JANICE SCHMIDT

3 2 6 4 9 B (06/12/07) w8.3



200712070034

Skagit County Auditor

12/7/2007 Page

4 of

6 11:18AM

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF SKAGIT )

On this day personally appeared before me :

WILLIAM P SCHMIDT

JANICE SCHMIDT

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 26<sup>th</sup> day of November, 2007.

John R. Hoffer

Notary Public in and for the State of Washington

Residing at: Bellingham

My Commission expires: 7-01-2010

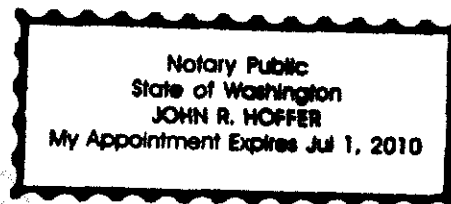


EXHIBIT "A"  
ATTACHMENT TO MODIFICATION AGREEMENT

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 4, SKAGIT COUNTY SHORT PLAT NO. 41-87, APPROVED NOVEMBER 25, 1987, AND RECORDED DECEMBER 1, 1987, IN VOLUME 7 OF SHORT PLATS, PAGE 200, UNDER AUDITOR'S FILE NO. 8712010015, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

