

This instrument was prepared by:
WASHINGTON MUTUAL BANK
444 OXFORD VALLEY ROAD
SUITE 300
LANGHORNE, PA 19047

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



200801180042
Skagit County Auditor

1/18/2008 Page 1 of 6 9:52AM



MODIFICATION OF THE WaMu Equity PlusTM SECURITY INSTRUMENT

Grantor/Mortgagor:

Account Number: 0078771151

PATRICK E. BERGER AND KIMBERLY L. BERGER

This Modification of the WaMu Equity Plus(TM) Security Instrument ("Modification") is made and entered into on October 23, 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 3/10/2004 as Instrument No: 200403100089 in Book or Liber N/A, Page(s) N/A, 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 3, SPARKS REPLAT IN TRACTS 13 + 15, BURLINGTON ACREAGE PROPERTY,
VOL. 8, PG 15.

Tax Parcel Number: P69719

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 \$90,000.00 to the increased amount of \$110,000.00. 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:

20294 MAPLE ST BURLINGTON, WA 98233-1592



0078771151

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 ~~WASHINGTON~~ Texas

COUNTY OF Bexar

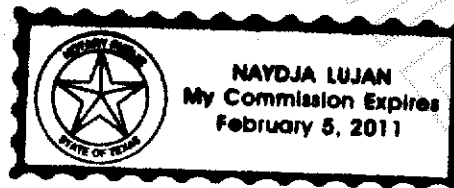
)
) SS
)

The foregoing instrument was acknowledged before me this 26 day of November, 07, by
M. Kropp as Team Lead
(Bank Officer Name) (Bank Officer Title)
of WASHINGTON MUTUAL BANK

WITNESS my hand and official seal

My commission expires: 2/5/2011

Notary Public



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



200801180042
Skagit County Auditor

0078771151

GRANTOR/MORTGAGOR

PATRICK E. BERGER

Kimberly L. Berger
KIMBERLY L. BERGER

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



200801180042

Skagit County Auditor

1/18/2008 Page

4 of

6 9:52AM

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this day personally appeared before me :

PATRICK E. BERGER

KIMBERLY L. BERGER

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 23rd day of October, 2007.

John R. Hoffer
Notary Public in and for the State of Washington
Residing at: Bellingham
My Commission expires: 7-01-2010

Notary Public
State of Washington
JOHN R. HOFFER
My Appointment Expires Jul 1, 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 3, SPARRS REPLAT IN TRACTS 13 AND 15, PLAT
OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 15, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

