

After recording return to:

Bank of America, N.A.
4161 Piedmont Parkway
Greensboro NC 27410
6820014852XXXX



201307230054

Skagit County Auditor

\$78.00

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5 1:40PM

Prepared by:

Bank of America, N.A.
4161 Piedmont Parkway
Greensboro NC 27410
6820014852XXXX

CHICAGO TITLE
620019127

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MODIFICATION OF SECURITY INSTRUMENT

DEFINITIONS

(A) "**Modification**" means this document, which is dated 07/02/2013

(B) "**Borrower**" is BONI B. KILLION, WHO ACQUIRED TITLE AS BONI B. ETTER AND BRADLEY KILLION, WIFE AND HUSBAND

(C) "**Lender**" is Bank of America, N.A., and its successors and assigns.

(D) "**Agreement**" means that certain home equity line of credit agreement (including any addenda), dated 2/21/2008, signed by Borrower and payable to Lender (or its predecessor in interest), which Agreement establishes an account from which Borrower may obtain credit advances on a revolving basis in an amount not to exceed the original Credit Limit as defined below.

(E) "**Credit Limit**" means the original principal limit of \$80,800.00 as stated in the Agreement and the Security Instrument.

(F) "**Security Instrument**" means that certain Mortgage, Deed of Trust, Security Deed or other security instrument (including any riders), dated the same date as the Agreement, securing the Property for repayment of the Agreement, and filed originally as Book N/A, Page N/A, Instrument# 200803170137 in the Official Public Records of SKAGIT County, State of WA.

(G) "**Property**" means the property described in the attached Exhibit A, which currently has the address of: **16937 VAUGHN RD, MOUNT VERNON, WA 98273**

Borrower agrees as follows:

1. Lender and Borrower amend the terms of the Security Instrument as follows:
The Credit Limit is hereby modified to the principal limit of \$53,500.00, not to exceed this amount.

2. Nothing in this Modification will invalidate, impair or release any term or condition in the Agreement or the Security Instrument. The Agreement and the Security Instrument will continue in full force and effect. Any term or condition in the Agreement or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Agreement and the Security Instrument, and covenants and agrees to perform and comply with the terms and conditions, as modified in this Modification.
3. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the existing debt.
4. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
5. This Modification is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, or successors and assigns of the respective parties.
6. All capitalized terms not defined in this Modification have the same meaning as in the Agreement or the Security Instrument.

By signing below, Borrower agrees to be bound by the terms of this Modification.

ATTENTION BORROWER

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Do not sign below if Section 1 of this Modification is blank or any loan information other than the property's legal description is attached.

WITNESSES (if applicable):

Witness

Witness

Witness

Witness

BORROWER:

Don Killion
DON KILLION

Bradley Killion
BRADLEY KILLION

N / A

N / A

Modification of Security Instrument- Home Equity Line of Credit



ATTENTION NOTARY PUBLIC

NOTE: Amend and complete the notary acknowledgement in accordance with applicable law.

State of WA

County of Whatcom

On 7/18/2013, before me Tami Glick
(Date) (Name of Notary Public)

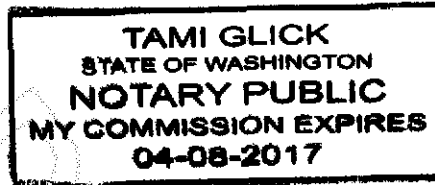
personally appeared Boni Killian & Bradley Killian
(Name of Borrowers)

☐ personally known to me / ☐ proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL.

Tami Glick

Notary Public



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Bank of America, N.A.



By Cristie Wiley
Printed Name Cristie Wiley
Title: Assistant Vice President

By Deborah Brown
Printed Name Deborah Brown
Title: Assistant Vice President

Witness: Tara Grant
Tara Grant

Witness: Traci Modlin-Motley
Traci Modlin-Motley

ACKNOWLEDGMENT

State of North Carolina }

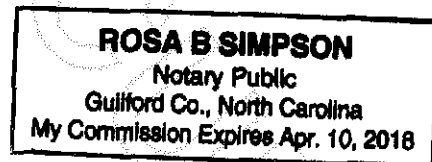
County of Guilford }

On this the Second day of July, 2013 , before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Cristie Wiley and Deborah Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rosa B. Simpson

Commission expiration date: 04/10/2018



For California property: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



EXHIBIT A

Order No.: 620019127

For APN/Parcel ID(s): P61928 and 3860-000-030-0007

Tract 30, Avon Acres First Addition, according to the plat thereof, recorded in Volume 7 of Plats, Page 93, records of Skagit County, Washington.

Situate in Skagit County, Washington



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