

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking
FL9-700 04-01
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256



200309030105
Skagit County Auditor

9/3/2003 Page 1 of 4 1:34PM

Account Number: 35368209000526999
CAP Number: 031820822170
Date Printed: 08/27/03
Reconveyance Fee: \$

FIRST AMERICAN TITLE CO.
75519-1

Real Estate Line of Credit Modification Agreement

THIS EXTENSION OR MODIFICATION AGREEMENT is made this 28th day of August, 2003, between GARY L. POWELL AND JUDY D. POWELL, HUSBAND AND WIFE

(hereinafter referred to as "Grantor") and BANK OF AMERICA, N.A., a national banking association ("Bank") for valuable consideration do hereby agree as follows:

1. Grantor is indebted to Bank in accordance with the terms and conditions of a certain Agreement and Disclosure Statement EQUITY MAXIMIZER Home Equity Line of Credit ("Agreement") and EQUITY MAXIMIZER Rider to Agreement and Disclosure ("Rider") dated 03/22/02 in the original commitment amount of \$ 21,000.00, and bearing interest thereon from the date of each advance until paid, at the rate(s) specified in the Note and Rider, made, executed and delivered by Grantor to Bank. This obligation is secured by a deed of trust or mortgage ("Security Instrument") dated the 29 day of MARCH, 2002, and recorded in the real estate records of SKAGIT County, WA, under Auditor's File No. 200203290093 in Volume of records at page TRUSTEE: PRLAP, INC.

2. The terms and conditions of said Agreement, Security Instrument and Rider, and the obligation evidenced and secured thereby are hereby modified as follows.

The maximum line amount is increased to \$ 67,000.00.

The maximum date for the line is extended to JULY 01, 2013.

3. Unless your Fixed Rate Loan Option contains the Variable Rate Feature specified below, the Rider is hereby modified to include the following.

The interest rate margin for Fixed Rate Loan Options will be 3.500 % with Automatic Payment Service or 3.750 % without Automatic Payment Service.

Variable Rate Feature. The Fixed Rate Loan Option contains a variable rate feature if Automatic Payment Service is selected from a Bank account. If this is terminated, the annual interest rate will increase by 0.250 %. This increase may take the form of higher payments for the remaining term of the loan.

With Automatic Payment Service, as of 08/27/03, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.01580822 %. This is an ANNUAL PERCENTAGE RATE of 5.770 %.

Without Automatic Payment Service, as of 08/27/03, the Daily Periodic Rate (based on the TCM Index as specified in the Rider and the Margin as shown above) for a Fixed Rate Loan Portion is 0.01649315 %. This is an ANNUAL PERCENTAGE RATE of 6.020 %.

4. From time to time, the Bank may offer a special promotional rate for Fixed Rate Loan Portions ("Today Rate") as described below.

Today Rate. As part of special promotions, the Bank may, as its sole option, allow Fixed Rate Loan Portions at special discounted rates below those set out by the Margin and Index ("the Today Rate"). A Fixed Rate Loan Portion, with Automatic Payment Service as of the date of this Extension or Modification Agreement will have a daily Periodic Rate of 0.01580822 % and a corresponding ANNUAL PERCENTAGE RATE of 5.770 %.

A Fixed Rate Loan Portion, without Automatic Payment Service, as of the date of this Extension and Modification Agreement will have a Daily Periodic Rate of 0.01649315 % and a corresponding ANNUAL PERCENTAGE RATE of 6.020 %.

Subsequent Fixed Rate Loan Portions will be at the Index and Margin set out above.

Grantor represents and agrees that Grantor is lawfully seized of said premises in fee simple, and that the lien of said interest is, and shall continue with the same priority, a lien upon said premises to secured payment of said obligation.

Except as herein expressly modified, the original terms and conditions of said Security Interest, Note and Rider shall in all respects be and remain in full force and effect and are hereby ratified and confirmed.

Bank of America, N.A. is the original lender or is the successor to the Bank defined in your original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; or Seattle-First National Bank.

IN WITNESS THEREOF, the Grantor has executed this agreement at _____, on this 20th day of August, 2003.

Gary L. Powell
GARY L. POWELL
8/28/03

Judy D. Powell
JUDY D. POWELL
8/28/03

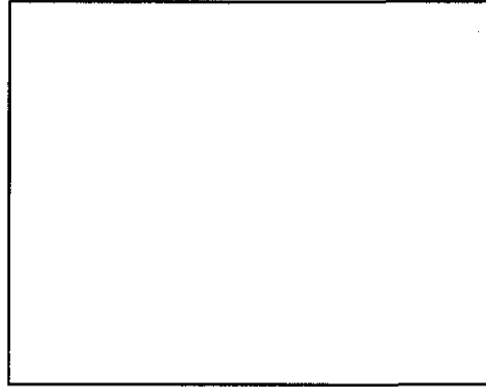


200309030105
Skagit County Auditor

9/3/2003 Page 2 of 4 1:34PM

ACKNOWLEDGEMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE,
SIGN OR STAMP WITHIN THE ONE INCH TOP,
BOTTOM AND SIDE MARGINS OR AFFIX ANY
ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF Washington

County of SKAGIT

On this day personally appeared before me GARY L. POWELL and JUDY D. POWELL

to me known or proved on the basis of satisfactory evidence to be the individual(s) described in and who
executed the within and foregoing instrument, and acknowledged that _____
signed the same as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

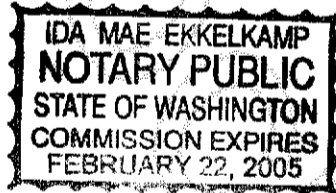
Given under my hand and official seal this 28th day of August, 2003.

Ida Mae Ekkelkamp

NOTARY PUBLIC in and for the State of Washington residing at

Mount Vernon

My appointment expires: 2/22/2005



200309030105
Skagit County Auditor

9/3/2003 Page 3 of 4 1:34PM

Escrow No.: 14075-PE1

EXHIBIT "A"

LEGAL DESCRIPTION

Leaschold interest in the following described property:

Tract 710, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 48 of Official Records, pages 627 to 631, inclusive, records of Skagit County, Washington.



200309030105

Skagit County Auditor