

UNOFFICIAL DOCUMENT



200409170152
Skagit County Auditor
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AFTER RECORDED RETURN TO:
Bank of America, N.A.
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256-0000
PARCEL NUMBER: 4789-000-111-0000
LOAN NUMBER: 6332072948

Prepared by:
Charles Boothe
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

LAND TITLE OF SKAGIT COUNTY
107399-PE

**NOTE AND SECURITY INSTRUMENT
MODIFICATION AGREEMENT**

The State of Washington §
County of Skagit §

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement ("Modification Agreement") is made on July 1, 2004, between Paul A. Berghuis and Tye Ann Berghuis, husband and wife, (herein "Borrower") and Bank of America, N.A. (herein "Lender"), whose loan servicing address is P.O. Box 35140, Louisville, KY 40232-0000, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on August 1, 2003, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$596,000.00, said Security Instrument having been recorded in/under 200308040226 of the Official Records of Real Property of Skagit County, Washington, covering property described as follows:

**SEE EXHIBIT 'A' LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES**

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

The Note shall be and hereby is amended as follows:

The beginning date for monthly payments of principal and interest set forth in paragraph 3 is changed from **July 1, 2004 to September 1, 2004.**

The Maturity Date is changed from **June 1, 2034 to August 1, 2034.**

The Addendum or Rider to Note shall be and hereby is amended as follows:

The "Rollover Date" as defined therein is changed from **June 1, 2004 to August 1, 2004.**

The "Completion Date" as defined therein is changed from **May 1, 2004 to July 1, 2004.**

The Security Instrument shall be and hereby is amended as follows:

Reference to the maturity date of the debt secured by the Security Instrument is changed from **June 1, 2034 to August 1, 2034.**

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.



It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean Bank of America, N.A. or any future holder, whether one or more, of the Note.

EXECUTED this the 16th day of JUNE to be effective JULY 1, 2004.

[Signature]
Paul A. Berghuis -Borrower Tye Ann Berghuis
Tye Ann Berghuis -Borrower

-Borrower _____
-Borrower

Individual Acknowledgment

STATE OF WASHINGTON Skagit County ss:

On this day personally appeared before me Paul A. Berghuis and Tye Ann Berghuis, husband and wife to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they 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 16 day of June, 2004

Heidi K. Nichols
Notary Public in and for the State of Washington,
residing at Mount Vernon

My Appointment Expires on 5-20-06



UNOFFICIAL DOCUMENT



ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
BANK OF AMERICA, N.A.

By: Freda L. Clement
Name: Freda L. Clement
Title: Vice President

Witness: Janice Russell
Witness: Wendy Simon

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

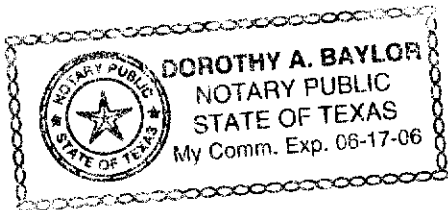
BEFORE ME, the undersigned authority, on this day personally appeared Freda L. Clement, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of July ^{DAB} August, 2004.

My Commission Expires:

Dorothy A. Baylor
Notary Public in and for
The State of Texas

Name: ~~Fannie C. Fuller~~ ^{DAB}
Dorothy A. Baylor



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EXHIBIT "A"

Lot 111, "Plat of Eaglemont Phase IB, Division 1 Replat of Tract 206 and Lots 69, 70 and 71, and a portion of Lot 68 Phase 1A," as per plat recorded on January 16, 2002, under Auditor's File No. 200201160127, records of Skagit County, Washington



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Skagit County Auditor