This instrument was prepared by: WASHINGTON MUTUAL BANK 2005 CABOT BLVD. WEST

200608240098 Skagit County Auditor

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LANGHORNE, PA 19047 ATTN: GROUP 9, INC.

This document was prepared by:
BRIAN LARSON
WASHINGTON MUTUAL BANK
333 E BUTTERFIELD RD
LOMBARD, IL 60148-5617



MODIFICATION OF THE WaMu Equity Plus ™ AGREEMENT AND SECURITY INSTRUMENT

Loan Number:

0653372649

Grantor/Mortgagor:
BRUCE BRANDON AVERY AND RENEE NICOLE AVERY, WHO ACQUIRED TITLE AS RENEE NICOLE TORSETH

Borrower(s):

BRUCE BRANDON AVERY

RENEE NICOLE AVERY

This Modification of the	WaMu Equity Plus	(TM) Agreem	ent and Secur	ity Instrument
("Modification") is made a	nd entered into on	August 9, 20	<u>106</u> by	and between
WASHINGTON MUTUAL BA	NK ("we," "us," "our	," or "Bank") and	I the other per	rson(s) signing
below ("Borrower" or "Granto Borrower and Bank are p			greement inclu	dina any ridere
or previous amendments, the	arties to avalue :	establishes on a	greement mour	Jose number
or previous amendments, tr	ie (Agreement) that	establishes an a	Scoull Will a	on a ravalvina
identified above (the "Accou	nt") from which Borrow	er may obtain cre	adit advances	on a revolving
basis from Bank. The Agreer	nent is secured by a mo	ortgage, deed of t	rust, trust inde	inture, deed to
secure debt or other security	instrument ("Security In	strument") execut	ed by Grantor/	Mortgagor and
recorded on04/11/200)5 as Instrument	No. 2005041	10001 , in	Book or Liber
, Page(s)	, in the Official Rec	ords of	SKAGIT	County,
Washington. The Security I	nstrument secures perf	ormance of Borro	ower's obligation	ons under the
Agreement and encumbers t	he property described i	n the Security In	strument and	located at the
address below (the "Proper	ty"), more particularly	described in Ex	chibit "A" att	ached to and
incorporated herein as part of				
LOT 4, SHORT PLAT #4-95,				
LUI 4, SHURI PLAI #4-95,	VOL 12, FG3 / AND 0.		i and a second of the second o	
	P107742			
Tax Parcel Number:	F 107742			
			``.	
Borrower, Grantor/Mortg	agor, and Bank agree as	tollows:		コム アンオ

1. Effect of this Modification. This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of

this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and 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 each Borrower, Grantor/Mortgagor, and the Bank.

2. Modified Terms and Conditions. The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Property Address:	e e e e e e e e e e e e e e e e e e e	
1025 S 30TH ST MC	DUNT VERNON	, WA 98274-6124
WASHINGTON MUTUAL BANK		
By: Brelett		
(Bank Officer Signature) Nana Everett		
(Printed Name)	- Control of the Cont	
Its: FC Manager (Officer tidle)	-	Notary Public State of Washington RAENELL CLYBURN My Appointment Expires May 1, 2010
STATE OF WASHINGTON)) SS	
COUNTY OF King)	
The foregoing instrument was acknowledge Diana Everctt	ed before me th	nis 10th day of August, 2004, by
(Bank Officer Name) of WASHINGTON MUTUAL BANK		(Bank Officer Title)
WITNESS my hand and official seal		
My commission expires: May 1, 20	010	
Paenell Charles Notary Public		an assessment against time 1, ports
32649 (02/08/06) w7.2	BANK	200608240098

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By signing below, each Grantor/Mortgagor accepts and agrees to the terms of the Security Instrument as amended and supplemented by this Modification.

GRANTOR/MORTGAGOR:

BRUCE BRANDON AVERY

RENEE NICOLE AVERY



By signing below, each Borrower accepts and agrees to the terms of this Modification.

BORROWER(S):

BRUCE BRANDON AVERY

RENEE NICOLE AVERY

BANK

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) SS	
COUNTY OF KINGY)	
On this day assembly appeared before	. ma :	
On this day personally appeared before BRUCE BRANDON AVERY	: me .	an
RENEE NICOLE AVERY		an
		an
		an
		an an
		an
to me known to be the individuals descinstrument and acknowledge that they sign the uses and purposes therein mentioned.	ed the same as their free and voluntary ac	t and deed, fo
WITNESS my hand and official seal this	s 0 day of Angust	, <u>2006</u> .
20	*	بيب
13tW Sett		
Notary Public in and for the State of Washir	ngton Notary Public	
Residing at:	DIANA FVEREIT	
My Commission expires: 2 AM 2007	My Appointment Expires Jon 2	1, 2007
U		
		\ \
		>

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EXHIBIT "A" ATTACHMENT TO MODIFICATION AGREEMENT

LYING AND BEING LOCATED IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 4 OF MOUNT VERNON SHORT PLAT NO 4-95, APPROVED JULY 28, 1995, RECORDED JULY 28, 1995 IN VOLUME 12 OF SHORT PLATS, PAGES 7 AND 8 UNDER AUDITOR'S FILE NO 95-7280019, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE NORTH 267.83 FEET OF SAID LOT 4, NOW PLATTED AS A PORTION OF "PLAT OF EAST SECTION HEIGHTS".



EXHIBIT "B" ATTACHMENT TO MODIFICATION AGREEMENT

Annual Fee: There is no annual fee on your Account.

Cancellation Fee: You will not be charged a cancellation fee for canceling the credit line within 36 months following the effective disbursement date or equivalent date stated in the Agreement. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

Credit Limit: The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$20,000.00, from the current amount of \$20,000.00 to the increased amount of \$40,000.00. 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 on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates: The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is 1.000%.

Auto Pay Service for Variable Rate Advances: The amount of the Margin for your Variable Rate Advances will be affected by how you decide to make payments on the Variable Rate Advances. You may decide whether to make payments on your Variable Rate Advances by making direct payments to us or by authorizing automatic loan payments from an account that you designate (which is our "Auto Pay" service). Your decision whether or not to authorize our Auto Pay service will not affect the availability of the Variable Rate Advances. If you authorize our Auto Pay service for the Variable Rate Advances, the Margin will be discounted (that is, it will be reduced) by either 0.250%, if the account you designate to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with an institution other than Washington Mutual Bank. If you authorize our Auto Pay service, the discount will be put into effect as of a date that we select.



EXHIBIT "B" CONTINUED ATTACHMENT TO MODIFICATION AGREEMENT

If you have authorized our Auto Pay service for the Variable Rate Advances and thereafter the Auto Pay service for the Variable Rate Advances is terminated by you or us for any reason, the discount that you have received on the Margin for the Variable Rate Advances will be eliminated. Specifically, the Margin will increase on the day that the Auto Pay service is terminated by 0.250%, if the account designated to make the Auto Pay payments is maintained with Washington Mutual Bank, or 0.000%, if that account is maintained with any other institution. If the account designated to make Auto Pay payments is changed from an account maintained at Washington Mutual Bank to an account maintained at any other institution, the discount that you have received on the Margin for the Variable Rate Advances will be reduced. Specifically, the Margin will increase by 0.250% on the day the account designated to make Auto Pay payments is changed to an account maintained at another institution. In any such event, the increase in the Margin will result in a simultaneous increase in the ANNUAL PERCENTAGE RATE (subject to any further increases or decreases that result from a change in the Index) for the Variable Rate Advances by the same amount (i.e., by 0.250% or 0.000%, as applicable), and the Daily Periodic Rate for the Variable Rate Advances will also be simultaneously changed to an amount that is equal to the new ANNUAL PERCENTAGE RATE divided by 365 (366 in a leap year). Following any termination of our Auto Pay service, the increased Daily Periodic Rate and ANNUAL PERCENTAGE RATE will not be greater than the maximum Daily Periodic Rate and ANNUAL PERCENTAGE RATE. Increases in the Daily Periodic Rate and ANNUAL PERCENTAGE RATE will increase your Minimum Payment and periodic FINANCE CHARGES and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the ANNUAL PERCENTAGE RATE in effect at the time the prior Index becomes unavailable (plus any increase in the Margin that results from any termination of the Auto Pay service or any change in the account designated to make Auto Pay payments, as described above).

Borrower Initials: BA Date: 8/10/06

Borrower Initials: PA Date: 8/10/06

