



200609220151

Skagit County Auditor

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Nationwide Southpointe Plaza II
380 Southpointe Blvd Suite 300
Canonsburg, Pa 15317
(800)920-0050

Prepared by:
Citibank / Umesh Sharma
11800 Spectrum Center Dr.
Reston, Va 22090

20157245

MORTGAGE MODIFICATION AGREEMENT

Citibank Loan # 106062817900000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 07/13/2006, by and between Citibank, F.S.B., whose place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and **DAVID S. SMITH and KATHLEEN M. SMITH, HUSBAND AND WIFE**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 5014 MACBETH DR, ANACORTES, WA 98221-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 07/15/05, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 200507150174 of the Official Records of **SKAGIT** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$30,000.00; and **New secured loan amount \$20,000.00**

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE**. Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$50,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$50,000.00.



2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.





LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

David S. Smith 07/13/2006
Borrower: DAVID S. SMITH

Kathleen M. Smith 07/13/2006
Borrower: KATHLEEN M. SMITH

Borrower:

Borrower:

Property Owner Who Is Not a Borrower:

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

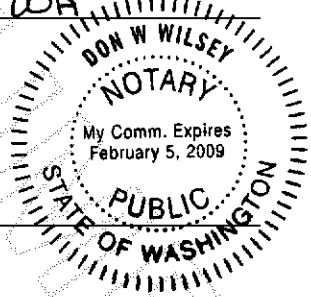
STATE OF WASHINGTON)SS:
County of SKAGIT)

On this day personally appeared before me DAVID S. SMITH and KATHLEEN M. SMITH, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13TH day of July 2006.

Notary Public in and for the State of Washington residing at Oak Harbor, WA
(date commission expires): 2-5-2009

DWJ



IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____
Title



citibank®

**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A – PROPERTY DESCRIPTION**

The following described property situated in Anacortes, County of Skagit, and State of Washington, to wit:

Lot 169, "Sky Line No. 8," as per plat recorded in Volume 9 of Plats, Pages 72, 73 and 74, Records of Skagit County, Washington.

Being the same premises conveyed in a deed dated 05/19/2004, recorded 06/02/2004, in Document No. 200406020078.

Tax ID: P59830



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