

Return Address:
US Recordings
2925 Country Drive
Ste 201
St. Paul, MN 55117



200610250073
Skagit County Auditor

10/25/2006 Page 1 of 6 10:37AM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT 34503355
Reference Number(s) of related Documents: Recorded 3/18/2003, as Document #200303180016. Additional reference #'s on page _____ of document
Grantor(s) (Last name, first name, initials) MILLARD, JOHN W. MILLARD, KRISTIN A. Additional names on page _____ of document.
Grantee(s) (Last name first, then first name and initials) COUNTRYWIDE HOME LOANS, INC. ("COUNTRYWIDE") Additional names on page _____ of document.
Trustee N/A
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LOTS 4-10, BLK 206, AND LOTS 1-3, BLK 207 AND VACATED ALLEY "NORTHERN PACIFIC ADDN TO ANACORTES"; PROPERTY LOCATED IN SKAGIT COUNTY, WASHINGTON. Additional legal is on page <u>6</u> of document
Assessor's Property Tax Parcel/Account Number assigned 3809-206-010-0008 <input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

THIS INSTRUMENT PREPARED BY:
Tinh Dinh

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
7105 Corporate Drive, PTX A242
Plano, Texas 75024

LOAN NUMBER: 21074632 ASSESSOR PARCEL NUMBER: 3809-206-010-0008

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

34503355

1506-134326

100-1111

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND
DISCLOSURE STATEMENT**

This Modification Agreement (this "Modification") is made as of 9/11/2006, between JOHN W MILLARD and KRISTIN A MILLARD (the "Borrower(s)") and Countrywide Home Loans, Inc.. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in JOHN W MILLARD and KRISTIN A MILLARD, HUSBAND AND WIFE, dated 3/7/2003 and recorded 3/18/2003, in Book Number _____, at Page Number _____, as Document No. 200303180016, in the Official Records of the County of SKAGIT, State of Washington (the "Security Instrument"), and covering the real property with a commonly known address as: 1420 KELLOGG PLACE, ANACORTES, WA 98221, and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$48,400.00.
2. **Amendment to Margin:** The Margin used to determine my ANNUAL PERCENTAGE RATE is modified to 0.500 percentage points.
3. **Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:
 - a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;
 - b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;

Page 2

Initials JW KAM



200610250073
Skagit County Auditor

LOAN NUMBER 21074632

- c) I am/We are the only owner(s) of the Property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 3/7/2003. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There are no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) If Lender has not required my/our current income documentation, I/we certify that my/our current income has not decreased since the time of my/our original Home Equity Line of Credit Agreement and Disclosure Statement described above.
- h) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.
4. **Limited Effect:** The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this Modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.
5. **Effective Date/Availability of Funds:** If this Modification is completed, signed, notarized, and received by Countrywide Home Loans, Inc. within ten (10) calendar days after the date first written above, it will be effective ten (10) calendar days after the date first written above 9/21/2006. If not received within that time, the Modification is null and void. If I do not exercise my right under Federal law to rescind this transaction, the increase in the amount of funds available due to the modification of my credit limit will be accessible after midnight of the third business day following the Effective Date, unless that day is a Saturday, in which case, the funds will be available the next business day. For purposes of this section, "business day" means all calendar days except Sundays and legal public holidays specified in 5 U.S.C. 6103(a).

Page 3

Initials Jim KAM



200610250073
Skagit County Auditor

10/25/2006 Page

3 of

6 10:37AM

LOAN NUMBER 21074632

6. **Agreement to Correct Misstated Documents, Provide Additional Documentation, or Fees:** Borrower(s) agrees as follows: If any document is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the modification of the Loan, or is otherwise missing, upon request of the Lender, Borrower(s) will comply with Lender's written or oral request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, inaccurate or otherwise missing document(s). Borrower(s) agrees to deliver the documents within ten (10) days after receipt by Borrower(s) of a written or oral request for such replacement. Borrower(s) also agrees that at any time, upon request by Lender, including at the time of loan pay-off, Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the modification of the Loan, which for whatever reason was not collected at the time this modification was entered into ("Fees"). This agreement supplements any other similar agreement that was entered into by Borrower(s).
7. **Request by Lender:** Any request under Paragraph 6 of this agreement may be made by the Lender, (including assignees and persons acting on behalf of the Lender) or Settlement Agent, and shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower(s) at the address indicated in the loan documentation shall be considered conclusive evidence of the necessity for the Documents.
8. **Failure to Deliver Documents can Constitute Default:** Borrower(s) failure or refusal to comply with the terms of the correction request may constitute a default under the note and/or Deed of Trust, and may give Lender the option of declaring all sums secured by the loan documents immediately due and payable.

Page 4

Initials *YAM*



200610250073
Skagit County Auditor

LOAN NUMBER 21074632

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

[Signature] 9/13/06 [Signature] 9/13/06
 JOHN W MILLARD Date KRISTIN A MILLARD Date

Witness _____ Date _____
 Signature of Witness Signature of Witness

CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification which serves to increase the lien amount on the Subject Property.

_____ Date _____
 Date Date

Witness _____ Date _____
 Signature of Witness Signature of Witness

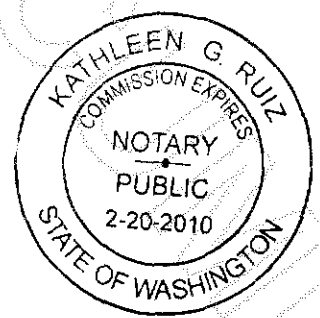
Notary Acknowledgement for Borrower(s)/Owner(s)

State of Washington
 County of Skagit
 On September 13, 2006, before me, Kathleen G. Ruiz,
 Date Name of Notary Public
 personally appeared John W. Millard & Kristin A. Millard is subscribed to
 Name(s) of Borrower(s)/Owner(s)

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 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 [Signature]
 Signature of Notary Public



Page 5



200610250073
 Skagit County Auditor

EXHIBIT A

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

Lots 4 through 10, inclusive, Block 206, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof, recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington.

Parcel "B":

All that portion of Blocks 206 and 207, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof, recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington; and that portion of the alley vacated under Ordinance No. 2202, which reverted to said premises by operation of law described as follows:

Commencing at the Southeast corner of Lot 1 of said Block 206; thence Southeasterly along the Easterly line of said Lot 1 extended to an intersection of the North line of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 1 East of the W.M., and the true point of beginning; thence Northwesterly along said Easterly line of Lot 1 extended to a point 30 feet North, as measured at right angles to said North line of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 1 East of the W.M.; thence Westerly along a line parallel to and 30 feet North of said North line to the Easterly line of Lot 4, Block 206; thence Southeasterly to the Southeast corner of said Lot 4; thence Southwesterly along the Southerly line of said Lot 4, to the North line of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 1 East of the W.M.; thence Easterly along said North line to the point of beginning.

PARCEL ID #: 3809-206-010-0008

Abbreviated Legal Description: Lots 4 - 10, Block 206 and Lots 1 - 3, Block 207 and vacated alley "Northern Pacific Addition to Anacortes"

Page 6



U34503355-01NP06

MODIFIC AGREEMEN
LOAN# T006-134326
US Recording#



200610250073
Skagit County Auditor

John KAM

10/25/2006 Page

6 of

6 10:37AM