



200807010039

Skagit County Auditor

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**AFTER RECORDED RETURN TO:**

**Bank of America, N.A.  
ATTN: Construction  
9000 Southside Blvd., Ste. 700  
Jacksonville, FL 32256  
PARCEL NUMBER:  
LOAN NUMBER: 6908815423**

Prepared by:  
**Barbara Leuellen  
Robertson & Anschutz  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042  
713-980-7834**

CHICAGO TITLE COMPANY  
IC41378/AE11814

**ACCOMMODATION RECORDING**

**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 01, 2008**, between **Lester C. Books and Marcia Books, husband and wife**, (herein "Borrower") and **Bank of America, N.A.** (herein "Lender"), whose loan servicing address is **P.O. Box 9000, Getzville, NY 14068-9000**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed, and any riders thereto (the "Security Instrument") and Note dated **March 14, 2007**, in favor of **Bank of America, N.A.**, and any addenda thereto, and any previous modification(s) thereof, said Note being in the original principal amount of **\$600,000.00**, said Security Instrument having been recorded in/under 200703190229 of the Official Records of Real Property of **Skagit County, Washington**, covering property described as follows:

**See Exhibit "A" 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 shown in "ATTACHMENT A", attached hereto and made a part hereof for all purposes.

UNNO  
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.

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.

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity



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EXECUTED this the 24 day of June to be effective July 01, 2008.  
Lester C Books JUNE 24, 08  
Lester C. Books Date

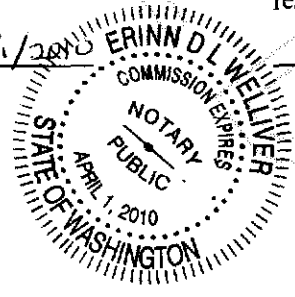
Marcia Books June 24, 2008  
Marcia Books Date

STATE OF WASHINGTON Skagit County  
On this day personally appeared before me **Lester C. Books and Marcia Books** to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he / she / they signed the same as his / her / their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of June, 2008

Erinn D L Welliver  
Notary Public in and for the State of Washington,  
residing at POB 931 Anacortes

My Appointment Expires on 4/1/2010



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

By: Judy L. Beller  
Name: Judy L. Beller  
Title: Vice President

Witness: Rebecca

Witness: Jayne Belden

Corporate Acknowledgement

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Judy L. Beller, 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.

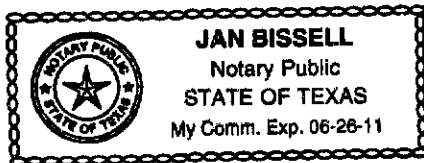
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of June, 2008.

My Commission Expires:  
6/26/11

Jan Bissell

Notary Public in and for  
The State of Texas

Name:



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ATTACHMENT A

**The Note shall be and hereby is amended as follows:**

The principal amount evidenced by the Note is changed from **\$600,000.00** to **\$597,136.00**.  
The beginning date for monthly payments set forth in paragraph 3 is changed from **November 01, 2008** to **August 01, 2008**.  
The Maturity Date is changed from **October 01, 2038** to **July 01, 2038**.  
The amount of the monthly payments set forth in paragraph 3, is changed from **\$4,042.32** to **\$4,023.02**.

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

The principal amount evidenced by the Note is changed from **\$600,000.00** to **\$597,136.00**.  
The "Rollover Date" as defined therein is changed from **October 01, 2008** to **July 01, 2008**.

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

Reference to the principal sum owed by Borrower to Lender is changed from **\$600,000.00** to **\$597,136.00**.  
Reference to the maturity date of the debt secured by the Security Instrument is changed from **October 01, 2038** to **July 01, 2038**.

(DoD) RA0168484A - modagr.x.bax (attachment a)



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Exhibit "A"

That portion of Lot 4, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, lying East of the county road;

TOGETHER WITH Lots 2 and 3, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, EXCEPT the South 60 feet of said Lot 2;

AND TOGETHER WITH that portion of Tract C, PLAT OF RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said Tract C;  
thence North  $0^{\circ}14'05''$  East, along the East line of said Tract C, a distance of 345.00 feet;  
thence South  $87^{\circ}50'36''$  West, a distance of 262.26 feet;  
thence south  $31^{\circ}38'57''$  West, a distance of 393.68 feet to a point on the intersection on the Easterly margin of county road as shown on said plat and the North line of said Lot 4;  
thence East along the North line of said Lot 4, a distance of 467.23 feet to the point of beginning.

Situated in Skagit County, Washington.



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