

After recording return to:  
Washington Mutual, FA  
2150 Cabot Blvd. West

Langhorne, PA 19047  
Attn: Group 9, Inc.

Doc # 2005158665  
Page 1 of 6  
Date: 9/12/2005 03:54P  
Filed by: GROUP9, INC  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON *an*  
AUDITOR  
Fee: \$37.00



**Washington  
Mutual**

## MODIFICATION OF HOME EQUITY LINE OF CREDIT

Loan Number: 0623160728

Borrower(s): JOHN E HORNBLY & TARYN C HORNBLY

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on JULY 25, 2005 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on 09/09/2004 as Instrument No. 2004154408, in Book or Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, in the Official Records of \_\_\_\_\_ County, Washington. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

ABBRV. LEGAL: NE 1/4, OF THE NE 1/4, OF THE  
NW 1/4, OF SEC 17, TWP 4 N  
RANGE 5E, W.M.

You and Bank agree as follows:

**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 of you 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.

0623160728

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.

Last Four Digits of Account No.: 0728

Property Address:

82 OLD JEMTEGAARD RD Washougal, WA 98671-7911

DATED at Vancouver, Washington this 25<sup>th</sup> day of July, 2005.

BORROWER(S):

[Signature]  
JOHN E HORNEY

[Signature]  
TARYN C HORNEY

Washington Mutual Bank, FA

By: [Signature]

Its: [Signature]

(Officer Title)

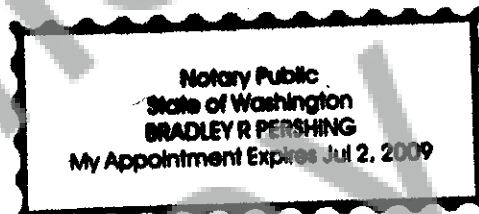
STATE OF WASHINGTON )  
COUNTY OF CLARK ) SS

On this day personally appeared before me Bradley R. Pershing  
JOHN E HORNBY \_\_\_\_\_ and  
TARYN C HORNBY \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25<sup>th</sup> day of July, 2005.

[Signature]  
Notary Public in and for the State of Washington  
Residing at: Camas, WA  
My Commission expires: 7/2/09



**CORPORATE NOTARY  
ACKNOWLEDGEMENT**

Loan Number: 0623160728

STATE OF Washington )  
COUNTY OF King )ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August,  
2005, by Nancy Berk-Axelson  
as Vice President & Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 6/4/08

Bonnie J. Buckmeier  
Notary Public

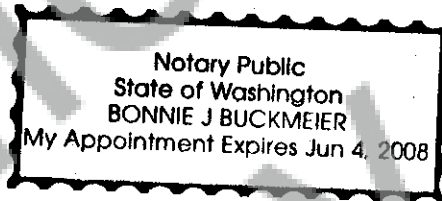


EXHIBIT "A"  
ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF SKAMANIA,  
STATE OF WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,  
SKAMANIA COUNTY, WASHINGTON.

Unofficial  
Copy

**EXHIBIT "B"**  
**ATTACHMENT TO SECURITY INSTRUMENT**

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

**Credit Limit:** The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$132,850.00, from the current amount of \$33,150.00 to the increased amount of \$166,000.00. 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 hereby changed to 0.35%.