



200204290025

Skagit County Auditor

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Amendment to Deed of Trust

HEALOC

Prepared by Tabbie Thew of Wells Fargo
Consumer Loans, Tel. (719) 536-380-3021
3rd. Ave., North Billings, MT 59101

****WHEN RECORDED MAIL TO:**

Optima is.com @ 1920 Main St. #450,
Irvine, CA 92614

APN: 350414-0-016-0001

Account No: 451 6259839

Collateral Address:

8890 GARDEN OF EDEN ROAD, SEDRO WOOLLEY, WA 98284

This Amendment to Deed of Trust ("Amendment") is made as of this 11TH day of JANUARY, 2002 by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and KARIN N. CARTER AND TERRY L. CARTER (whether one or more, the "mortgagor").

Recitals

- A. The Lender is the holder of the Home Equity Access Line Agreement of:
 - The Mortgagor (also referred to as the "Borrower"),
 - KARIN N. CARTER AND TERRY L. CARTER (referred to as the "Borrower"),
which is OCTOBER 23, 2001, under which the Lender has extended to the Borrower a revolving line of credit (such Home Equity Access Line Agreement, together with any modifications to it made prior to the date of this Amendment, referred to as the "Note"). The credit limit for the revolving line of credit evidenced by the Note currently is \$14,400.00.
- B. To secure payment of the amounts outstanding under the Note, the Mortgagor has given a mortgage or deed of trust to the Lender dated OCTOBER 23, 2001, (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Amendment, referred to as the "Mortgage"), covering and placing a lien upon the real property more particularly described in the Mortgage. The Mortgage was originally filed for record on OCTOBER 23, 2001 in the office of the REGISTRAR of SKAGIT county as Document No. 200110290094 in Book/Roll N/A Page/Image N/A.
- C. In connection with the original filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of such county in the amount of \$ N/A on N/A, N/A, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number N/A.
- D. The Mortgagor acknowledges that the Mortgage is valid and enforceable and represents the Mortgagor's legal and binding obligations, free and clear of any claim, defense or offset.
- E. The Mortgagor and the Bank now desire to amend the Mortgage to reflect certain changes to the Borrower's revolving line of credit with the Bank that is secured by the Mortgage.
- F. SEE ATTACHED EXHIBIT A
W2 SE SE, SEC. 14, T35N, R4EWM

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Agreement agree as follows:

- HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated JANUARY 11, 2002 (the "Modification"), which modifies the Note as follows:
 - Change in Credit Limit.** The Borrower's maximum credit limit under the revolving line of credit is changed to a maximum principal amount of \$28,000.00.
 - Extension of Maturity Date.** The revolving line of credit will terminate and the entire unpaid principal balance outstanding on the Note, together with any unpaid finance charges and other charges, will be due and payable in full on OCTOBER 20, 2011. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Note, or if modified by the HEALOC Modification Agreement, as disclosed in the HEALOC Modification Agreement
 - Increased Rate of Finance Charge.** The daily periodic rate is now equal to 1/365 of + 4.115 % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Note (if previously modified, as so modified), which is:
 - the highest prime rate published in the Wall Street Journal "Money Rates" table.
 - The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
 - Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Note as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the modified Note.
 - New Home Equity Access Line Agreement.** The Note matured on N/A, N/A, and the Mortgagor and Lender now desire to amend the Mortgage to reflect the execution and delivery by the Borrower to the Lender of a renewal and replacement Home Equity Access Line Agreement, dated N/A, N/A, (the "Renewal Note"), which now evidences the Borrower's revolving line of credit described in the recitals above. The Renewal Note is issued in renewal and replacement of (and not in repayment of) the Note.

The references in the Mortgage to the principal amount (credit limit), maturity date, and rate of finance charge in the Note are hereby amended to the extent necessary to reflect the principal amount (credit limit), maturity date, and rate of finance charge in the Renewal Note. The Renewal Note is in the principal amount of \$ N/A (the credit limit), it matures on N/A, and it bears a daily periodic rate of finance charge equal to 1/365 of N/A % over the "Index Rate." The "Index Rate" is the variable reference rate, adjusted in accordance with the Renewal Note, which is:

- the highest prime rate published in the Wall Street Journal "Money Rates" table.
- The 91-day Treasury Bill Rate (established at last auction average on a discount basis, rounded to the nearest .10%).
- N/A

Each reference in the Mortgage to the "Note" shall be deemed on and after the date of this Amendment to refer to the Renewal Note, together with any future extensions, modifications, or renewals thereof. The lien of the Mortgage shall continue to secure the revolving line of credit, which is now evidenced by the Renewal Note.

The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Mortgage (including any previous modifications) remain in full force and effect, except as modified by this Amendment, and the Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Mortgage at the time and in the manner therein provided.

The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.



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The Mortgagor agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Amendment, and the recording hereof, including any mortgage registry tax that may be due.

IN WITNESS WHEREOF, the Mortgagor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank West, N.A.

Karin N Carter
Karin N Carter

By: Diane Allen
Diane Allen

Terry L Carter
Terry L Carter

Its: Officer

Witness*

Print Name

Witness*

Print Name

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

Before me, a Notary Public in and for said county and state, personally appeared, Diane Allen
OFFICER of Wells Fargo Bank West, N.A. Formerly Known as Norwest bank N.A.

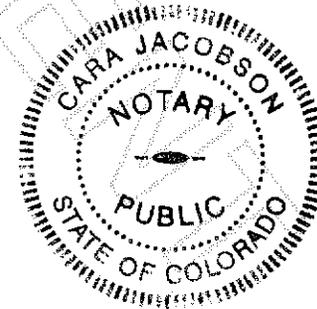
, and acknowledged the execution of the foregoing

Amendment on behalf of Wells Fargo Bank West, N.A. this 11 day of January 2002

Cara Jacobson
Notary Public: Cara Jacobson

State of COLORADO

MY COMMISSION EXPIRES: 9/15/2005



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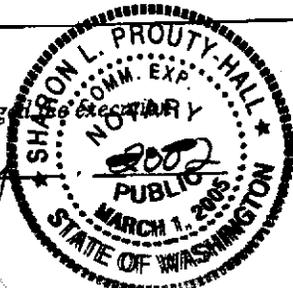
STATE OF Wa)

) ss.

COUNTY OF Skagit)

Before me, a Notary Public in and for said county and state, personally appeared
Karin N Carter, Terry L Carter

(a single person) (single persons) (husband and wife) and acknowledged
of the foregoing Amendment on this 14 day of January



Sharon L Prouty-Hall
Notary Public
3-1-05

State of Wa

SHARON L. PROUTY-HALL

This instrument was drafted by:
Wells Fargo Home Equity
4455 Arrows West Drive
Colorado Springs, CO 80907



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Exhibit "A"

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE GARDEN OF EDEN ROAD WHICH IS
20 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF
OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION;

THENCE WEST FROM THE POINT OF BEGINNING, ALONG THE NORTH LINE OF SAID
SUBDIVISION 139 FEET;

THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID ROAD 179 FEET;

THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 139 FEET TO
THE WEST LINE OF SAID ROAD;

THENCE NORTH ALONG THE WEST LINE OF SAID ROAD TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.



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