

RETURN NAME & ADDRESS  
Wells Fargo Bank, N.A.  
4455 Arrowswest Drive  
Colorado Springs, CO 80907



200305210068  
Skagit County Auditor

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Please print neatly or type information  
Document Title(s)

Amendment to Deed of Trust

Reference Number(s) of related documents:

Doc #:200207290036

Additional Reference #'s on page

Grantor(s) (Last, First and Middle Initial)

David C. Spicer

Junghee K. Spicer

Additional Grantors on page

Grantee(s) (Last, First and Middle Initial)

Wells Fargo Bank, N.A.

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township,  
range, quarter/quarter)

Lot 49, Plat of Seaview Division No. 4

Complete legal on page 6

Assessor's Property Tax Parcel/Account Number

Tax ID #:4734-000-049-0000

Additional parcel #'s on page

The Auditor/Recorded will rely on the information provided on this form. The  
responsibility for the accuracy of the indexing information is that of the document  
preparer.

**Prepared By:**

Christopher L. Thom  
Wells Fargo Home Equity  
526 Chapel Hills Drive  
Colorado Springs, CO 80920

**After Recording Return To:**

Wells Fargo Bank, N.A.  
Wells Fargo Services, Co.  
Consumer Loan Servicing Center  
P.O. Box 31557  
Billings, MT 59017-9900

APN: Parcel #: 4734-000-049-0000

\_\_\_\_\_ State of Washington \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_  
**Amendment to Deed of Trust**  
**HEALOC**  
Account No: 6542441691

**Collateral Address:**

**13957 Seward Lane, Anacortes, WA 98221**

*This Amendment to Deed of Trust ("Amendment") is made as of this **22nd** day of **August, 2002** by and between Wells Fargo Bank, N.A., having its office at 526 Chapel Hills Drive, Colorado Springs CO 80920 (the "Lender"), and **David C. Spicer and Junghee K. Spicer** (whether one or more, the "Mortgagor") and Chicago Title Insurance Company, (the "Trustee").*

**Recitals**

- A. The Lender is the holder of the Home Equity Access Line Agreement of:
- ☐ The Mortgagor (also referred to as the "Borrower"),
  - ☐ **David C. Spicer and Junghee K. Spicer** (referred to as the "Borrower"), which is **May 21, 2002**, 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 **\$111,200.00**.
- 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 **May 21, 2002**, (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 **May 21, 2002**, in the office of the REGISTRAR of **Skagit** County, State of **Washington** as Document No. **200207290036** 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 **NA**, **NA**, and that Treasurer placed his/her stamp on the Mortgage, such stamp bearing number **NA**.
- 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**  
**APN: Parcel #: 4734-000-049-0000**  
**Lot 49, Plat of Seaview Division No. 4**



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## Agreement

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

- ☐ **HEALOC Modification Agreement.** The Borrower has executed and delivered to the Bank a HEALOC Modification Agreement dated **August 22, 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 **\$150,000.00**.
- ☐ **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 **May 20, 2012**. 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 **+1.375%** 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 0.10%).
- ☐ 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, N.A.

David C. Spicer

By:

Jill K. Fowler

Officer

Junghee K. Spicer

Its:

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, Jill K. Fowler,  
OFFICER of Wells Fargo Bank, N.A., and acknowledged the execution of the foregoing  
Amendment on behalf of Wells Fargo Bank, N.A. this 22 day of August, 2002

Notary Public:

Sean Whitaker

State of COLORADO

MY COMMISSION EXPIRES:

My Commission Expires 02-11-07



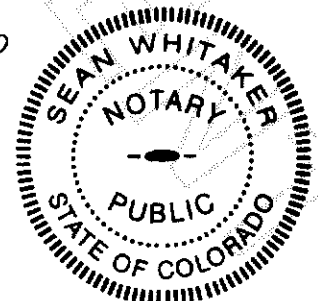
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STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

Before me, a Notary Public in and for said county and state, personally appeared

David C. Spicer

Junghee K. Spicer

(a single person) (single persons) (husband and wife) and acknowledged the execution

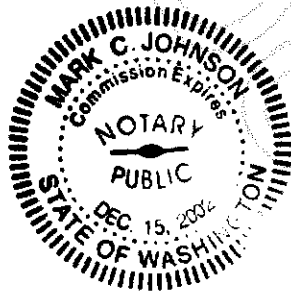
of the foregoing Amendment on this 26<sup>TH</sup> day of AUGUST, 2002.

Mark C. Johnson  
Notary Public

WASHINGTON  
State of

This instrument was drafted by:

Wells Fargo Home Equity  
4455 Arrowswest Drive  
Colorado Springs, CO 80907



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## Exhibit "A"

LOT 49, PLAT OF SEAVIEW DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 17 OF PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY,  
WASHINGTON, AND RECORDED JUNE 14, 1999 UNDER AUDITOR'S FILE NO. 9906140008,  
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.



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