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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 #: 200105160094

Additional Reference #'s on page ____

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

John A. Montgomery

Additional Grantors on page ____

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

Wells Fargo Bank West, N.A.

Additional Grantees on page ____

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

LOT 11, 12 AND W13, BLOCK 123 VOL 2 PAGE 4-7

Complete legal on page 6

Assessor's Property Tax Parcel/Account Number

Tax ID #: 3772-123-013-0005

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:

Aderemi Afonja
Wells Fargo Home Equity
526 Chapel Hills Drive
Colorado Springs, CO 80920

After Recording Return To:

Optima is.com
1920 Main Street, Suite 450-1700 CARNEGIE AVE., STE. 200
Irvine, CA 92614 SANTA ANA, CA. 92705

Parcel Number: 3772-123-013-0005

_____ State of Washington _____ Space Above This Line For Recording Data _____
Amendment to Deed of Trust
HEALOC
Account No: 451 4713168

Collateral Address:

1420 20th Street, St. Anacortes, WA 98221

This Amendment to Deed of Trust ("Amendment") is made as of this 17th day of December, 2001 by and between Wells Fargo Bank West, N.A., having its office at 4455 ArrowsWest Drive, Colorado Springs CO 80907 (the "Lender"), and John A Montgomery, (whether one or more, the "mortgagor") and Wells Fargo Financial National Bank, (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"),
 - ☐ John A Montgomery (referred to as the "Borrower"),
which is May 14th, 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 \$17,700.00
- 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 14th, 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 May 14th, 2001, in the office of the REGISTRAR of Skagit county as Document No. 2001-05160094 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**
Parcel #: 3772-123-013-0005

LOT 11, 12 AND W13, BLOCK 123 VOL 2 PAGE 4-7



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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 December 17th, 2001 (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 \$ 33,000.00.
- ☐ **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 20th, 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 + 1.125 % 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.

John A. Montgomery
John A Montgomery

By: Diane Allen
Diane Allen

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 17 day of December 2001

Cara Jacobson
Notary Public: Cara Jacobson

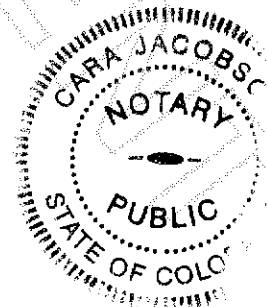
State of COLORADO

MY COMMISSION EXPIRES: 9/18/2005



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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
John A Montgomery

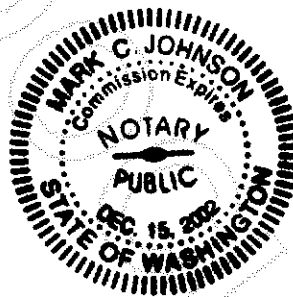
(a single person) (single persons) (husband and wife) and acknowledged the execution
of the foregoing Amendment on this 19TH day of DECEMBER, 2001


Notary Public

WASHINGTON
State of

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:

LOTS 11, 12 AND THE WEST HALF OF LOT 13, BLOCK 123, MAP OF THE CITY OF
ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS,
PAGE 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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