

Prepared By:

Gloria Copeland
Wells Fargo Home Equity
526 Chapel Hills Drive
Colorado Springs, CO 80920



200310170011
Skagit County Auditor

10/17/2003 Page 1 of 5 8:37AM

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

Parcel Number: 3818-000-025-0007

State of Washington

Space Above This Line For Recording Data

**Amendment to Deed of Trust
HEALOC**

Account No: 6542019523

Collateral Address:

5511 Kingsway, Anacortes, WA 98221

*This Amendment to Deed of Trust ("Amendment") is made as of this **24th** day of **July, 2003** by and between Wells Fargo Bank, N.A., having its office at 526 Chapel Hills Drive, Colorado Springs CO 80920 (the "Lender"), and **Clinton J. Cates** 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"),

☒ and **Clinton J. Cates** (referred to as the "Borrower"),

which is dated **April 16, 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 **\$10,000.00**.

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 **April 16, 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 **April 16, 2002**, in the office of the REGISTRAR of **Skagit** County, State of **Washington** as Document No. **200205200049** 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**, **N/A**, 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

Parcel Number: 3818-000-025-0007

Lot 25, Skyline2, Vol. 9, Pgs. 59, 60

sm

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 July 24, 2003 (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 \$15,000.00.
 - ☐ **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 April 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 +1.125% 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 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.

By: _____

~~Jill Fowler~~ Jon A. Paukovich

Its: _____

Officer

Clinton J Cates

Witness*

Print Name

Witness*

Print Name

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

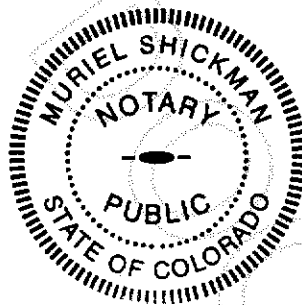
Before me, a Notary Public in and for said county and state, personally appeared, Jon A. Paukovich
Jill Fowler,
OFFICER of Wells Fargo Bank, N.A., and acknowledged the execution of the foregoing
Amendment on behalf of Wells Fargo Bank, N.A. this 24 day of July, 2003

Notary Public:

Muriel Shickman

State of COLORADO

MY COMMISSION EXPIRES: My Commission Expires 01-23-07



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Skagit County Auditor

STATE OF Washington)

) ss.

COUNTY OF Skagit)

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

Clinton J Cates . 

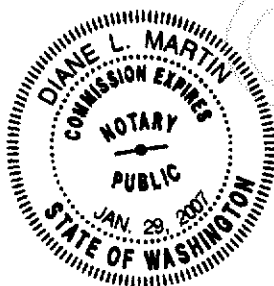
(a single person) (single persons) (husband and wife) and acknowledged the execution

of the foregoing Amendment on this 2 day of August, 2003.

Diane L Martin Wash
Notary Public Diane L. Martin State of

This instrument was drafted by:

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



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Exhibit "A"

LOT 25, SKYLINE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 59 AND 60, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ABBREVIATED LEGAL: LOT 25, SKYLINE 2, VOL. 9, PGS 59,60

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.



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