

Prepared By:
Wells Fargo Bank, N.A.
SHELLIE F. ROBERTSON
DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-02K
DES MOINES, IOWA 50328-0001
866-537-8489



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Skagit County Auditor

2/28/2007 Page 1 of 5 2:34PM

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State of Washington {Space Above This Line For Recording Data}
Account Number: 651-651-7403003-1998 Reference Number: 20070307500042

**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END DEED OF TRUST**

This Modification Agreement (this "Agreement") is made this **8TH DAY OF FEBRUARY, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **MICHAEL J. SMALL AND PATRICIA A. SMALL, HUSBAND AND WIFE** (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **November 16, 2004**, in the original maximum principal amount of **\$ 40,000.00**. The Line of Credit Agreement is secured by a Deed of Trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll _____ at page(s) _____ of the **County of SKAGIT** County, State of **WASHINGTON** as document No. **200412100065** (the "Security Instrument"), and covering real property located at **305 SOUTH 38TH PLACE, MOUNT VERNON, WASHINGTON 98274** (the "Property") and described as follows:

LOT 28, "PARK RIDGE, DIVISION II", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 187 AND 188, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: LOT 28, PARK RIDGE DIV. NO. 2, RECORDS OF SKAGIT COUNTY, WA

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$75,000.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby



amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

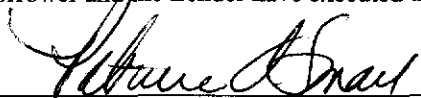
By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

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

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Trustor/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.


Borrower **PATRICIA A SMALL** (Seal)


Borrower **MICHAEL J SMALL** (Seal)

WA LOC Modification Agrmt, HCWF#155v17 (4/17/06)



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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Wells Fargo Bank, N.A.

By: Megan Thomas (Seal)

Its: Personal Banker

{ Acknowledgments on Following Pages }

WA LOC Modification Agrmt, HCWF#155v17 (4/17/06)



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FOR NOTARIZATION OF LENDER PERSONNEL

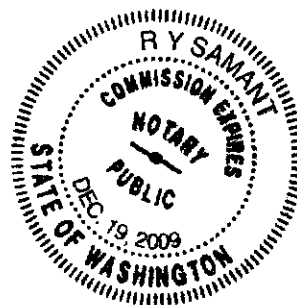
STATE OF WASHINGTON
COUNTY OF SKAGIT) ss.

On this 8th day of FEBRUARY, 2007 before me, a NOTARY in and for said county personally appeared MEGAN THOMAS, to me personally known, who being by me duly (sworn or affirmed) did say that that person is BANKER of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said MEGAN THOMAS acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Rysamant
Notary Public

WASHINGTON
State of

My commission expires: DEC 19, 2009



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKEGITT

On this day personally appeared before me

PATRICIA A SMALL AND MICHAEL J SMALL

(here insert the name of grantor or

grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 8th day of FEBRUARY, 20 07.

Witness my hand and notarial seal on this the 8th day of FEBRUARY, 2007

Signature: Ry Samant

Print Name: RY SAMANT

Notary Public



My commission expires: DEC 19, 2009

