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Skagit County Auditor

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**After Recording Return To:**

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6955-015

Billings, MT 59107-9900

**DEED OF TRUST - *modification***

**Trustor(s)** SHANE M LAGERWEY AND STACY M LAGERWEY, HUSBAND AND WIFE,  
WHO ACQUIRED TITLE AS SHANE A LAGERWAY A SINGLE PERSON AND STACY M.  
BARTON, A SINGLE PERSON

**Trustee(s)** Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102

**Beneficiary** Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

**Legal Description** THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF THE MOUNT VERNON-CLEAR LAKE ROAD, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 329 FEET SOUTH OF THE INTERSECTION OF THE SAID EAST LINE OF SUBDIVISION AND THE SOUTHERLY LINE OF THE MOUNT VERNON-CLEAR LAKE ROAD; THENCE RUN IN A STRAIGHT LINE TO A POINT ON THE SOUTHEASTERLY LINE OF SAID ROAD WHICH IS 53.5 FEET NORTHEASTERLY ALONG SAID ROAD FROM A POINT ON SAID SOUTHEASTERLY LINE OF ROAD WHICH IS NORTH 89 DEGREES 4 MINUTES 40 SECONDS WEST OF THE POINT OF BEGINNING OF SAID LINE; EXCEPT THEREFROM THAT PORTION DEEDED TO THE CITY OF MOUNT VERNON BY DEED RECORDED JUNE 7, 2001, UNDER AUDITORS FILE NO. 200106070092, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

**Assessor's Property Tax Parcel or Account Number** P24285

**Reference Numbers of Documents Assigned or Released**

**Reference:** 20070317300523

200508100007



Prepared By:  
Wells Fargo Bank, N.A.  
LAURA CAIN  
DOCUMENT PREPARATION  
18700 NW WALKER RD #92  
BEAVERTON, OREGON 97006  
866-537-8489

After Recording please return to:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-015  
Billings, MT 59107-9900

State of Washington {Space Above This Line For Recording Data}  
Account Number: 650-650-9212116-1998 Reference Number: 20070317300523  
DT 08/10/2005 #20050810007

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

This Modification Agreement (this "Agreement") is made this **22ND DAY OF FEBRUARY, 2007**, between Wells Fargo Bank, N.A. (the "Lender") and **SHANE M LAGERWEY AND STACY M LAGERWEY, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS SHANE A LAGERWAY A SINGLE PERSON AND STACY M. BARTON, A SINGLE PERSON** (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 **August 05, 2005**, in the original maximum principal amount of **\$ 80,000.00**. 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 N/A at page(s) N/A of the County of **SKAGIT** County, State of **WASHINGTON** as document No. **200508100007** (the "Security Instrument"), and covering real property located at **2564 FRANCIS RD, MOUNT VERNON, WASHINGTON 98273** (the "Property") and described as follows:

**THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF THE MOUNT VERNON-CLEAR LAKE ROAD, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 329 FEET SOUTH OF THE INTERSECTION OF THE SAID EAST LINE OF SUBDIVISION AND THE SOUTHERLY LINE OF THE MOUNT VERNON-CLEAR LAKE ROAD; THENCE RUN IN A STRAIGHT LINE TO A POINT ON THE SOUTHEASTERLY LINE OF SAID ROAD WHICH IS 53.5 FEET NORTHEASTERLY ALONG SAID ROAD FROM A POINT ON SAID SOUTHEASTERLY LINE OF ROAD WHICH IS NORTH 89 DEGREES 4 MINUTES 40 SECONDS WEST OF THE POINT OF BEGINNING OF SAID LINE; EXCEPT THEREFROM THAT PORTION DEEDED TO THE CITY OF MOUNT VERNON BY DEED RECORDED JUNE 7, 2001, UNDER AUDITORS FILE NO. 200106070092, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.**

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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 \$100,000.00 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.

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Shane M Lagerwey (Seal)  
Borrower SHANE M LAGERWEY

Stacy M Lagerwey (Seal)  
Borrower STACY M LAGERWEY

\_\_\_\_ (Seal)  
Borrower

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Borrower

Wells Fargo Bank, N.A.

By: David Tarkenton (Seal)

Its: Store Manager

{ Acknowledgments on Following Pages }

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



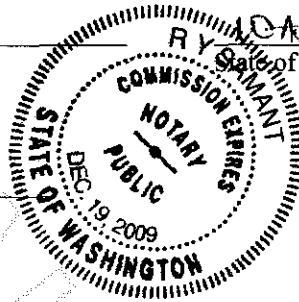
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF S Kagit )

Rejzerman  
Notary Public

My commission expires: DEC 19, 2009



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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me

SHANE M LATERKEY AND STACY M LATERKEY  
(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 23<sup>rd</sup> day of FEBRUARY, 20 07.

Witness my hand and notarial seal on this the 23<sup>rd</sup> day of FEBRUARY, 2007



Signature

Print Name:

Notary Public

My commission expires: DEC 19, 2009

