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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) PAUL E. ROGGE AND BELINDA ROGGE, HUSBAND AND WIFE**

**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 LOT 1 SHORT PLAT 94-044 SEC 24 TWP 35 R 9, MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT A.**

**Assessor's Property Tax Parcel or Account Number P106634**

**Reference Numbers of Documents Assigned or Released**

200406140061



Prepared By:  
Wells Fargo Bank, N.A.  
EDUARDO PADILLA  
DOCUMENT PREPARATION  
1 HOME CAMPUS, X2303-02K  
DES MOINES, IOWA 50328  
866-861-8322

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State of Washington {Space Above This Line For Recording Data}  
Account Number: 650-650-3440699-1998 Reference Number: 20070517300028

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

This Modification Agreement (this "Agreement") is made this 23RD DAY OF FEBRUARY, 2007, between Wells Fargo Bank, N.A. (the "Lender") and PAUL E. ROGGE AND BELINDA ROGGE, 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 May 12, 2004, in the original maximum principal amount of \$ 49,000.00. 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) 001 - 011 of the County of SKAGIT County, State of WASHINGTON as document No. 200406140061 (the "Security Instrument"), and covering real property located at 9037 THUNDERBIRD LANE, CONCRETE, WASHINGTON 98237 (the "Property") and described as follows:

**LOT 1 SHORT PLAT 94-044 SEC 24 TWP 35 R 9, MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT A.**

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 \$199,000.00 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.

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**Extension of the Draw Period and the Maturity Date.** The Security Instrument is hereby amended to extend the Maturity Date from May 20, 2014 to May 12, 2044.

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.

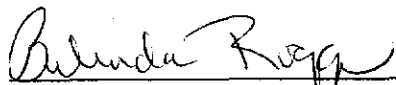
By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

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 **BELINDA ROGGE**

(Seal)



Borrower **PAUL E ROGGE**

(Seal)

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

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


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


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

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

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

Wells Fargo Bank, N.A.

By:  (Seal)

Its: 

{ Acknowledgments on Following Pages }

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Skagit County Auditor

State of Iowa

County of Dallas

On March 5, 2007 before me, Vanessa Stevens/ Notary Public (here insert name and title of the officer), personally appeared Penny Tebben, Assistant Vice President, Wells Fargo Bank N.A.,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Vanessa Stevens (Seal)

Vanessa Stevens

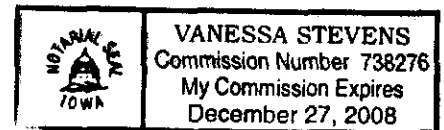
Notary Public

My Commission Expires : 12/27/2008

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of West Des Moines

Notary Address: 229 4<sup>th</sup> St West Des Moines, IA 50265



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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

Selinda Regge and Paul E Regge  
(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 day of Feb, 2007.

Witness my hand and notarial seal on this the 23 day of Feb, 2007

Signature

[NOTARIAL SEAL]

Print Name:

Notary Public

My commission expires: Sept 28 2010



## EXHIBIT A

Reference: 20070517300028

Account: 650-650-3440699-1998

### Legal Description:

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 1, SHORT PLAT NO. 94-044, APPROVED JANUARY 4, 1995, RECORDED JANUARY 12, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 163 AND 164, UNDER AUDITOR'S FILE NO. 9501120094, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.**

Exhibit A, CDP.V1 07/2004



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