

**After Recording Return To:**

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200703290062  
Skagit County Auditor

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**DEED OF TRUST MODIFICATION**

Trustor(s): Kathleen Champion

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

Beneficiary: Wells Fargo Bank, N.A.  
101 North Phillips Ave  
Sioux Falls, SD 57104

Legal Description: That portion of the Northwest 1/4 of the Southwest 1/4 of section 32, township 36 north, range 4 east, W.M., descibed as follows: Beginning at the intersection of the West line of highway 99 and the South line of said Northwest 1/4 of the Southwest 1/4; thence East West along said South line 125 feet; Thence North 210 feet; thence East parallel to the South line of said Northwest 1/4 of the Southwest 1/4 to the West line of said highway 99; thence southerly along said highway to the point of beginning; except the South 30 feet thereof.

Assessor's Property Tax Parcel or Account Number:

P50423

200603130046

Reference Numbers of Documents Assigned or Released:

~~20070067300691~~

Prepared By:  
Wells Fargo Bank, N.A.  
TUONG (AUSTIN) TICH LY  
DOCUMENT PREPARATION  
18700 SW WALKER ROAD #92  
BEAVERTON, OREGON 97006  
503-614-6638

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State of Washington {Space Above This Line For Recording Data}  
Account Number: **651-651-9426337-1998** Reference Number: **20070667300691**  
DT **3/13/2006 #200603130046**

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

This Modification Agreement (this "Agreement") is made this **12TH DAY OF MARCH, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **KATHLEEN CHAMPION, 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 **February 16, 2006**, in the original maximum principal amount of **\$ 68,499.00**. 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. **200603130046** (the "Security Instrument"), and covering real property located at **5720 OLD HIGHWAY 99 N. RD, BURLINGTON, WASHINGTON 98233** (the "Property") and described as follows:

**THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HIGHWAY 99 AND THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE 125 FEET; THENCE NORTH 210 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE WEST LINE OF SAID HIGHWAY 99; THENCE SOUTHERLY ALONG SAID HIGHWAY TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET THEREOF. SEE MORE THOROUGHLY DETAILED ON 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

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



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**EXHIBIT A**

Reference: 20070667300691

Account: 651-651-9426337-1998

**Legal Description:**

**THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HIGHWAY 99 AND THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG SAID SOUTH LINE 125 FEET; THENCE NORTH 210 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE WEST LINE OF SAID HIGHWAY 99; THENCE SOUTHERLY ALONG SAID HIGHWAY TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET THEREOF. TOGETHER WITH THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SUBDIVISION WITH THE WEST LINE OF THAT CERTAIN TRACT DESCRIBED IN DEED TO RICHARD D. CULLY AND JACQUELINE J. CULLY BY DEED RECORDED SEPTEMBER 10, 1987, UNDER AUDITOR'S FILE NO. 8709100026; THENCE NORTH 87 DEGREES 36 MINUTES 36 SECONDS WEST PARALLEL, WITH THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 8.38 FEET; THENCE NORTH 13 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 226.41 FEET; THENCE NORTH 70 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 91.07 FEET TO THE WEST LINE OF HIGHWAY 99; THENCE SOUTH 19 DEGREES 21 MINUTES 29 SECONDS EAST ALONG THE WEST LINE OF HIGHWAY 99, A DISTANCE OF 76.72 FEET TO THE NORTHEAST CORNER OF SAID CULLY TRACT; THENCE NORTH 87 DEGREES 36 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID CULLY TRACT, A DISTANCE OF 43.52 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01 DEGREES 50 MINUTES 17 SECONDS WEST ALONG THE WEST LINE OF SAID CULLY TRACT, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

Exhibit A, CDP.V1 07/2004



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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.

**Extension of the Draw Period and the Maturity Date.** The Security Instrument is hereby amended to extend the Maturity Date from February 16, 2045 to February 16, 2046.

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 **KATHLEEN CHAMPION**

(Seal)

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(Seal)

Borrower

(Seal)

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(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

Wells Fargo Bank, N.A.

By: David Lark (Seal)

Its: Store Manager

{ Acknowledgments on Following Pages }



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FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 12<sup>TH</sup> day of MARCH, 2007, before me, a STORE MANAGER in and for said county personally appeared DAVID LARKIN, to me personally known, who being by me duly (sworn or affirmed) did say that that person is BANK PERSONNEL 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 PERSONNEL acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]  
Notary Public

WASHINGTON  
State of

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

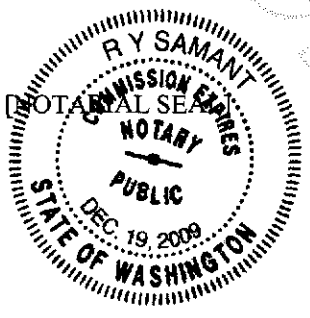
On this day personally appeared before me  
KATHLEEN CHAMPION

(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 12<sup>th</sup> day of MARCH, 20 07.

Witness my hand and notarial seal on this the 12<sup>th</sup> day of MARCH, 2007

R Y Samant  
Signature

R Y SAMANT  
Print Name:  
Notary Public



My commission expires: DEC 19, 2009



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