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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 B6955-013  
Billings, MT 59107-9900

**DEED OF TRUST MODIFICATION**

**Trustor(s)** GARY J. IVERSON AND KELLY A. IVERSON, 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 6, 'PLAT OF BLACKBERRY MEADOWS', AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 147 AND 148, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: BLACKBERRY MEADOWS, LOT 6, (DK03) TITLE TO SAID PREMISES IS VESTED IN BY DEED FROM RICHARD E. STEWART AND CORENE K. STEWART, HUSBAND AND WIFE DATED 5/26/1998 AND RECORDED 5/27/1998 AS INSTRUMENT NO. 9805270096.

**Assessor's Property Tax Parcel or Account Number** P110829

**Reference Numbers of Documents Assigned or Released**



Prepared By:  
Wells Fargo Bank, N.A.  
SUE JOHNSON  
DOCUMENT PREPARATION  
18700 NW WALKER RD, #92  
BEAVERTON, OREGON 97006  
503-614-5876

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State of Washington {Space Above This Line For Recording Data}  
Account Number: 650-650-6407757-1998 Reference Number: 20072337400193

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

This Modification Agreement (this "Agreement") is made this **6TH DAY OF SEPTEMBER, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **GARY J. IVERSON AND KELLY A. IVERSON, 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 30, 2005**, in the original maximum principal amount of **\$ 35,000.00**. 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) 1- 3 of the County of **SKAGIT** County, State of **WASHINGTON** as document No. **200512270062** (the "Security Instrument"), and covering real property located at **1401 BLACKBERRY DR, MOUNT VERNON, WASHINGTON 98273** (the "Property") and described as follows:

**LOT 6, 'PLAT OF BLACKBERRY MEADOWS', AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 147 AND 148, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: BLACKBERRY MEADOWS, LOT 6, (DK03) TITLE TO SAID PREMISES IS VESTED IN BY DEED FROM RICHARD E. STEWART AND CORENE K. STEWART, HUSBAND AND WIFE DATED 5/26/1998 AND RECORDED 5/27/1998 AS INSTRUMENT NO. 9805270096.**

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 **\$50,000.00** 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.

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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.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference 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.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

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 **GARY J. IVERSON** (Seal)

  
Borrower **KELLY A. IVERSON** (Seal)



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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

Wells Fargo Bank, N.A.

By: Judy Ulrich (Seal)

Its: Loan Document Specialist

{ \_\_\_\_\_ {Acknowledgments on Following Pages \_\_\_\_\_ }

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FOR NOTARIZATION OF LENDER PERSONNEL

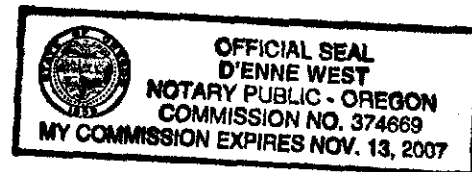
STATE OF Oregon )  
 ) ss.  
COUNTY OF Washington )

On this 11 day of September, 2007 before me, a notary public in and for said county personally appeared Judy Ulrich, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Loan Document Specialist 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 Loan Document Specialist acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

D'enne West  
Notary Public

Oregon  
State of

My commission expires: NOV 13 2007



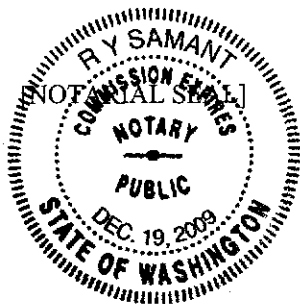
FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:  
State of WASHINGTON

County of SKAGIT

On this day personally appeared before me  
GARY J. IVERSON AND KELLY A IVERSON  
(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 7th day of SEPTEMBER, 2007.

Witness my hand and notarial seal on this the 7th day of SEPTEMBER, 2007



Signature [Signature]  
Print Name: GARY SAMANT  
Notary Public

My commission expires: DEC 19, 2009

