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## **RECORDING REQUESTED BY**

WHICH RECORDED MAIL TO

Wells Fargo Bank, N. A. Attn: Doc. Management MAC B6955-011 PO Box 31557 Billings, MT 59107-1557

## **MODIFICATION OF AGREEMENT**

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Wednesday, September 19, 2007 by Wells Fargo Bank, N. A. ("Lender"), and James C. Harvey And Sonia M. Harvey, Husband And Wife ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated January 31, 2006 with a credit limit in the amount of \$75,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated January 31, 2006, for the use and benefit of Lender, which was recorded on February 24, 2006 as DOC. # 200602240065 of the official records in the Office of the Recorder of Skagit County, State of WA.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$0.00 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$0.00. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following September 19, 2007 at the rate of \$00.00 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$53,000.00 to \$53,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, after or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit

Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

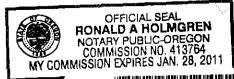
	BORROWER:
AFTER RECORDING, RETURN TO: AMERICAN TITLE, INC. P.O. BOX 641010 OMAHA, NE 68164-1010	James C. Harvey
ATI# 2006/1141376	
STATE OF: (Washing ton) 188	Sonia M. Harvey
COUNTY OF: 5Kag+	
The second of th	
On 9/28/07 before me, Sarbara personally appeared, satisfactory evidence) to be the person(s) whose name(s) is he/she/they executed the same in his/her/their authorized operson(s), or the entity upon behalf of which the person(s) a	Jean Arndt, a Notary Public in and for said state, personally known to me (or proved to me on the basis of Vare subscribed to the within instrument and acknowledge to me that apacity(ies), and that by his/her/their signature(s) on the instrument the cted, executed the instrument.
	WILLIAM TO THE TANK T
WITNESS my hand and official seal.	NOTARY STANF OR SENT ELO
Barbara Jean and the Said County and State	PUBLIC ON ANUARY 20 PO SOLO
	LENDER: OF WASHING
	Wells Fargo Bank, N. A.
	BY: 2
STATE OF: OREGON )SS	Barbara Edwards
COUNTY OF: WASHINGTON )	
On September 19, 2007 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribe to the within instrument and acknowledge 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.

Notary Public in and for said County and Start

LONALD A HOLMGREN

NOTARY STAMP OR SEAL





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## EXHIBIT "A"

LOT 27, "PLAT OF STERLING VIEW DIV. NO. I", AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 182 AND 183, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 27, STERLING VIEW DIV. NO I, PLAT OF, RECORDS OF SKAGIT COUNTY, WA

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER:

4558-000-027-0006

ATI ORDER NUMBER:

200611141376



200710220101 Skagit County Auditor

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