

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120



200804090043

Skagit County Auditor

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P121876
RETAIL FLATS, LOT 3

DEED OF TRUST MODIFICATION

Trustor(s) BRYAN R. KAY AND KATHRYN M. KAY HUSBAND/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 A PARCEL OF LAND SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, WITH A STREET LOCATION ADDRESS OF 15100 HAWK LN; BURLINGTON, WA 98233-8412 CURRENTLY OWNED BY BRYAN R KAY AND KATHRYN M KAY HAVING A TAX IDENTIFICATION NUMBER OF P121876 AND FURTHER DESCRIBED AS RED TAIL FLATS, LOT 3, ACRES 1.00, PLAT AMENDMENT TO RED TAIL FLATS RECORDED UNDER AF#200604250069, RED TAIL FLATS RECORDED UNDER AF# 200408090156, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST. .

Assessor's Property Tax Parcel or Account Number P121876

Reference Numbers of Documents Assigned or Released

200608280104



Prepared By:
Wells Fargo Bank, N.A.
KYLE L SANDERS
DOCUMENT PREPARATION
11601 N BLACK CANYON HWY
PHOENIX, ARIZONA 85029
877-524-0865

~~After Recording please return to:~~
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

State of Washington {Space Above This Line For Recording Data}
Account Number: **650-650-2556272-1998** Reference Number: **20080679500141**

142550012

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

This Modification Agreement (this "Agreement") is made this **17TH DAY OF MARCH, 2008**, between Wells Fargo Bank, N.A. (the "Lender") and **BRYAN R. KAY AND KATHRYN M. KAY HUSBAND/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 **July 29, 2006**, in the original maximum principal amount of **\$ 25,000.00**. 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 _____ at page(s) **2** of the County of **SKAGIT** County, State of **WASHINGTON** as document No. **200608280104** (the "Security Instrument"), and covering real property located at **15100 HAWK LN, BURLINGTON, WASHINGTON 98233** (the "Property") and described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, WITH A STREET LOCATION ADDRESS OF 15100 HAWK LN; BURLINGTON, WA 98233-8412 CURRENTLY OWNED BY BRYAN R KAY AND KATHRYN M KAY HAVING A TAX IDENTIFICATION NUMBER OF P121876 AND FURTHER DESCRIBED AS RED TAIL FLATS, LOT 3, ACRES 1.00, PLAT AMENDMENT TO RED TAIL FLATS RECORDED UNDER AF#200604250069, RED TAIL FLATS RECORDED UNDER AF# 200408090156, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST. .

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 **\$35,000.00** and that the lien of the Security Instrument shall secure the line of

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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.

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.


BRYAN R. KAY

(Seal)
-Borrower


KATHRYN M. KAY

(Seal)
-Borrower

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18:21

Wells Fargo Bank, N.A.

By: [Signature] (Seal)

Its: Loan Doc Specialist

{ Acknowledgments on Following Pages }

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FOR NOTARIZATION OF LENDER PERSONNEL

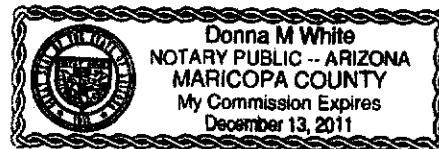
STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 30 day of March, 2008, before me, a Notary Public in and for said county personally appeared Chad Blazer, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Landia 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 Landia Specialist acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Donna M. White
Notary Public

Arizona
State of

My commission expires: 12-13-11



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

BEVAN R. KAY AND KATHRYN M. KAY

(here insert the name of grantor or

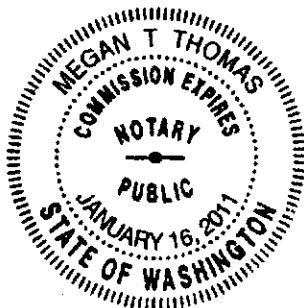
grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 17TH day of MARCH, 20 08.

Witness my hand and notarial seal on this the 17TH day of MARCH, 2008

Signature h - T

[NOTARIAL SEAL]

Print Name: MEGAN THOMAS
Notary Public



My commission expires: 01/16/2011



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, WITH A STREET LOCATION ADDRESS OF 15100 HAWK LN; BURLINGTON, WA 98233-8412 CURRENTLY OWNED BY BRYAN R KAY AND KATHRYN M KAY HAVING A TAX IDENTIFICATION NUMBER OF P121876 AND FURTHER DESCRIBED AS RED TAIL FLATS, LOT 3, ACRES 1.00, PLAT AMENDMENT TO RED TAIL FLATS RECORDED UNDER AF#200604250069, RED TAIL FLATS RECORDED UNDER AF# 200408090156, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST. .

P121876

15100 HAWK LN; BURLINGTON, WA 98233-8412

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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