



200805220061

Skagit County Auditor

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7 11:02AM

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING-FACT

P59744 TRACT 85 SKYLINE DIV 8 VOL 9 PGS 72-74

DEED OF TRUST MODIFICATION

Trustor(s) PHILLIP J. STROUD, A SINGLE PERSON

10621

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 SEE ATTACHED EXHIBIT "A"

Assessor's Property Tax Parcel or Account Number P59744

Reference Numbers of Documents Assigned or Released

200512270103



Prepared By:
Wells Fargo Bank, N.A.
MONICA MORGAN
DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-01W
DES MOINESOINES, IOWA 50328
866-537-8489

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: 651-651-9183736-1998 Reference Number: 20080717300294

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

14280896

This Modification Agreement (this "Agreement") is made this 30TH DAY OF APRIL, 2008, between Wells Fargo Bank, N.A. (the "Lender") and PHILLIP J. STROUD, 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 November 22, 2005, in the original maximum principal amount of \$ 75,000.00. 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) _____ of the County of SKAGIT County, State of WASHINGTON as document No. 200512270103 (the "Security Instrument"), and covering real property located at 5104 KINGSWAY, ANACORTES, WASHINGTON 98221 (the "Property") and described as follows:

SEE 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 \$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.

WA LOC Modification Agrmt, HCWF#155v18 (01/22/07)



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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.

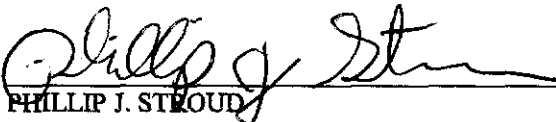
The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

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-Truster/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.


PHILLIP J. STROUD

(Seal)
-Borrower

Wells Fargo Bank, N.A.

By:  (Seal)
Its: _____

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The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

PHILLIP J. STROUD (Seal)
-Borrower

Wells Fargo Bank, N.A.

By: _____ (Seal)

Its: _____
UP

WA LOC Modification Agrmt, HCWF#155v18 (01/22/07)



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State of Iowa

County of Dallas

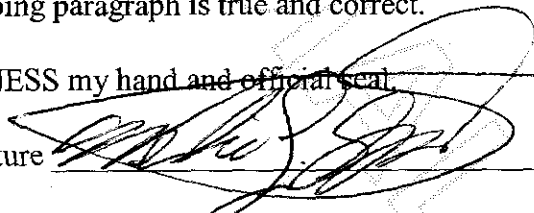
On May 5, 2008 before me, Weslie L. Spradling/ Notary Public (here insert name and title of the officer), personally appeared Gerri Laurence-Dunn, Vice President, Wells Fargo Bank N.A.,

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.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

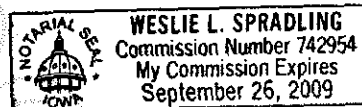


(Seal)

Weslie L. Spradling

Notary Public

My Commission Expires : 09/26/2009



Notary Acting in Dallas County, Iowa

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

Notary Address: 4200 Park Ave Bldg 1 Apt 28, Des Moines, IA 50321



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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

Phillip J. Stroud

(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 30 day of April, 2008.

Witness my hand and notarial seal on this the 30 day of April, 2008

Migdalia Cooke
Signature

Print Name: Migdalia Cooke
Notary Public



My commission expires: 7-27-2011



EXHIBIT A

TRACT 85, SKYLINE DIVISION NO. 8, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 72 THROUGH 74,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

TRACT 85 SKYLINE DIV 8 VOL 9 PGS 72-74.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO PHILLIP J.
STROUD, A SINGLE PERSON FROM RICHARD D. PERRY, PERSONAL
REPRESENTATIVE FOR THE ESTATE OF EVA L. MESSMER, DECEASED BY
DEED DATED APRIL 10, 2000 AND RECORDED APRIL 21, 2000 IN
INSTRUMENT 200004210087, PAGE N/A IN THE LAND RECORDS OF
SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P59744
PHILLIP J. STROUD, A SINGLE PERSON

5104 KINGSWAY, ANACORTES WA 98221
Loan Reference Number : 20080717300294/10621
First American Order No: 14280896
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 STROUD
14280896 WA

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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