



200806170021

Skagit County Auditor

6/17/2008 Page

1 of

5 11:16AM

Prepared By: WELLS FARGO BANK, N.A., TOM JOHNSTON

4420 AUBURN BLVD,, SACRAMENTO, CA 958410000

Return To: WELLS FARGO HOME MORTGAGE  
 ATTN: SPECIAL LOAN SERVICES  
 MAC - X9998-013  
 2701 WELLS FARGO WAY  
 MINNEAPOLIS, MN 55467-8000

CHICAGO TITLE CO.

1C43114

## SECURITY INSTRUMENT MODIFICATION AGREEMENT

This Agreement made this 13 day of JUNE, 2008, by and between  
ERIC LAZO, A MARRIED PERSON

hereinafter called "Borrower" and WELLS FARGO BANK, N.A.

hereinafter called "Lender".

Reference Deed of Trust 200710150191  
 Recitals:

- A. Lender is the owner and holder of the certain mortgage/deed of trust/security deed ("Security Instrument") dated \* OCTOBER 15, 2007, recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ Public Records of SKAGIT, WASHINGTON, which encumbers property with a street address of 6224 GUEMES ISLAND ROAD and legally described as

Sub blocks 2, 3 and 4 of Blk 41, of the now  
vacated Woods Plat of North Anacortes

securing a debt evidenced by a promissory note ("Note") dated OCTOBER 15, 2007, in the original amount of \$ 349,000.00, which Security Instrument encumbers property more particularly described in said Security Instrument.

B. Borrower, the owner in fee simple of all the property subject to Security Instrument, has requested Lender to modify the Note and the parties have mutually agreed to modify the terms hereinafter set forth and in consideration of the sum of Ten Dollars (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

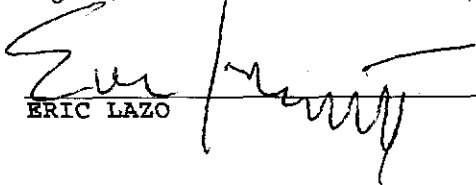
1. As of the date of this Agreement, the unpaid principal balance of the Note is \$ 349,000.00 and the interest has been paid to JUNE 16, 2007.

☒ If this box is checked, the amendment and modification also reflects an additional advance of new money, over and above the existing unpaid principal balance of the Note, in the amount of \$ 354,200.

2. The terms and provisions of the Security Instrument are amended and modified in accordance with the terms and provisions of Exhibit "A", attached hereto and incorporated herein by reference entitled DEED OD TRUST.
3. Nothing herein invalidates or shall impair or release any covenants, conditions, agreements or stipulations in the Note and Security Instrument and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, conditions, agreements or stipulations of the Note and Security Instrument which are not inconsistent herewith.
4. All Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the Borrower and the successors and assigns of the Lender.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day year first above written.

Signed, sealed and delivered in the presence of: "BORROWER"

  
ERIC LAZO

16 JUN 08  
Date

Date

Date

Date



Signed, sealed and delivered in the presence of:

"LENDER"

By: \_\_\_\_\_

By: Brian Stueber

**BRIAN STUEBER**

Title: \_\_\_\_\_

Title: VP

Date: \_\_\_\_\_

Date: 6/13/08

STATE OF WASHINGTON )

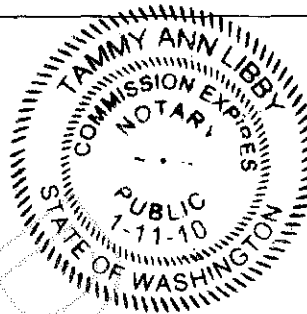
) ss.:

COUNTY OF WHATCOM )

The foregoing instrument was acknowledged before me, on 16, JUNE 2008, by ERIC LAZO, A MARRIED PERSON

Tammy Ann Libby  
Notary Signature

TAMMY ANN LIBBY  
Notary Printed Name



My commission expires: 1-11-2010

Official Seal: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

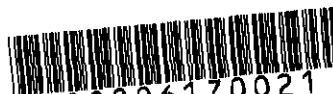
The foregoing instrument was acknowledged before me, on \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ on behalf of said Lender.

Notary Signature

Notary Printed Name

My commission expires: \_\_\_\_\_

Official Seal: \_\_\_\_\_



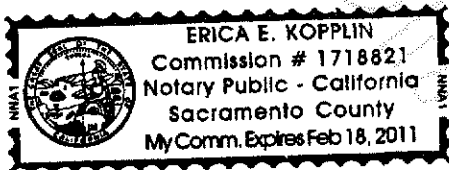
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 6/13/08 before me, ERICA E KOPPLIN, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Brian Stoeber  
Name(s) of Signer(s)



who 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Security Instrument - modification Agreement

Document Date: 6/13/08

Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Stoeber

- ☐ Individual  
☒ Corporate Officer — Title(s): VP  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

Wells Fargo Bank, NA

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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**EXHIBIT "A"**

Sub Blocks 2, 3 and 4 of Block 41, of the now vacated WOOD'S PLAT OF NORTH ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 37, records of Skagit County, Washington;

TOGETHER WITH that portion of adjoining vacated streets and avenues as would attach to said premises by operation of law;

EXCEPT the South 24 feet thereof.

Situated in Skagit County, Washington

- END OF EXHIBIT "A" -



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