

7/18/2008 Page

1 of

7 10:57AM

## Return Address:

Equity Loan Services, Inc. 1100 Superior Avenue, Suite 200 Cleveland, Ohio 44114 Attn: National Recording

Please print or type Information WASHINGTON STATE RE	ECORDER'S Cover Sheet (RCW 65.04)
Document Title (s) (or transactions contained therein):	(all areas applicable to your document Must be filled in)
MODIFICATION TO	HOME EQUITY LINE OF CREDIT
Reference Number(s) of Documents assigned or n	eleased: 20050703008
And the second s	
Grantor (s) (Last name, first name, initials)  JACOBER SR, LESLIE G	
JACOBER, JANE L	
Grantee (s) (Last name first, then first name and in WELLS FARGO BANK, N.A.	itials)
TRUSTEE	
Legal Description (abbreviated: i.e. lot, block, plat, TRACT 10, SKYLINE NO 3, PLAT V9, PP 54-5	
Full Legal Description is in Exhibit A	
Assessor's Property Tax Parcel/Account Numbe	<b>r</b>
P59114	
The Auditor/Recorder will rely on the information provided on the	form. The staff will not read the document to
I am requesting an emergency nonstandard recording for an addite that the recording processing requirements may cover up or other	A 17 7 A

Prepared By: Wells Fargo Bank, N.A. JENNIFER L BALDWIN DOCUMENT PREPARATION ONE HOME CAMPUS, MAC X2303-01C **DES MOINES, IOWA 50328-0001** 866-537-8489

State of	Washington	Space Above	This Line For Record	ding Data}	
Account Number:	654-654-8525390-19	998		Reference Number: 200816175002	.03

## 37766366 MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND OPEN-END DEED OF TRUST

10621

This Modification Agreement (this "Agreement") is made this 24TH DAY OF JUNE, 2008, between Wells Fargo (the "Lender") and LESLIE G JACOBER, SR AND JANE L JACOBER, HUSBAND AND Bank, N.A. WIFE, WHO ACQUIRED TITLE AS LESLIE G JACOBER AND JANE L JACOBER (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 June 16, 2003, in the original maximum principal amount of \$ 100,000.00. 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) N/A of the County of SKAGIT COUNTY County, State of WASHINGTON as document No. 200307030081 (the "Security Instrument"). and covering real property located at 5302 KINGSWAY, ANACORTES, WASHINGTON 98221 (the "Property") and described as follows:

ABBREVIATED LEGAL DOCUMENT NUMBER 1465-347 DATED 1/1/1900 AND FURTHER DESCRIBED AS SKYLINE NO 3 LOT 10.

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 \$140,000.00 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)



4:41:25

7/18/2008 Page

2 of

Extension of the Draw Period and the Maturity Date. The Security Instrument is hereby amended to extend the Maturity Date from May 16, 2033 to June 16, 2043.

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.

LESLIE G JACOBER, SR -Borrower (Seal)

(Seal)

Wells Fargo Bank, N.A.

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



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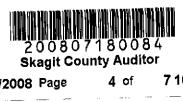
7/18/2008 Page

3 of

-Borrower

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Its:		
	{Acknowledgments on Following Pages	

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



7/18/2008 Page

State of Iowa

County of Dallas

On June 27, 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 scal

Signature

(Seal)

WESLIE L. SPRADLING Commission Number 742954

My Commission Expires September 26, 2009

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



## FOR NOTARIZATION OF BORROWERS For An Individual Acting In His/Her Own Right: State of Wishington County of Skag, † On this day personally appeared before me Lestic Gacober Sr. and Jane Lacober (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 Hay day of June 2008 Witness my hand and notarial seal on this the 24 day of June 2008 [NOTARIAL SEAL] Marsha L Sullivan Signature Notary Public Notary Public

My commission expires: Oct 15 201)

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



7/18/2008 Page

6 of

## EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON: TRACT 10, SKYLINE NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 54 AND 55, RECORDS OF SKAGIT COUNTY, WASHINGTON. TRACT 10, SKYLINE NO. 3, PLAT V9, PP 54-55 DOC 9508110069

Permanent Parcel Number: P59114 LESLIE G. JACOBER SR. AND JANE L. JACOBER, HUSBAND AND WIFE

5302 KINGSWAY, ANACORTES WA 98221 Loan Reference Number : 20081617500203/10621 First American Order No: 37766366 Identifier: FIRST AMERICAN LENDERS ADVANTAGE

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MODIFICATION AGREEMENT



7/18/2008 Page

7 of