



200906290137

Skagit County Auditor

6/29/2009 Page

1 of

6 11:51AM

WHEN RECORDED RETURN TO:

Wells Fargo Bank N.A.

Attn: Doc Management MAC B6955-011

P. O. Box 31557

Bilings, MT 59107-1557

LAND TITLE OF SKAGIT COUNTY

133661.5A E

DOCUMENT TITLE(S):

MODIFICATION OF AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

200310010148

GRANTOR:

WELLS FARGO BANK N.A.

GRANTEE:

WELLS FARGO BANK N.A.

RICHARDS W. SEAY AND JUDITH B. SEAY TRUSTEE OF THE SEAY TRUST

ABBREVIATED LEGAL DESCRIPTION:

Lot 23 and a portion of Lot 22 PLAT OF THE POINTE DIV. NO. 3

TAX PARCEL NUMBER(S):

P95590/4545-000-023-0002

RECORDING REQUESTED BY

WHEN 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 Tuesday, June 16, 2009 by Wells Fargo Bank, N. A. ("Lender"), and Richard W Seay And Judith B Seay Trustee Of The Seay Trust. ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated September 26, 2003 with a credit limit in the amount of \$250,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated September 26, 2003, for the use and benefit of Lender, which was recorded on October 1, 2003 as 200310010148 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 June 16, 2009 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 \$297,681.00 to \$175,750.00.

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, alter 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.



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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:

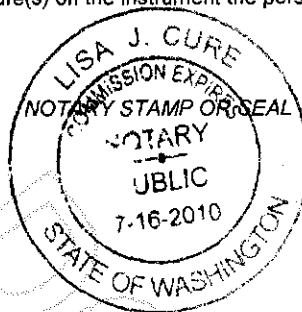
Richard W. Seay
Richard W Seay TRUSTEE of the Seay Trust Dated
September 20, 2000
Judith B. Seay
Judith B Seay TRUSTEE of the Seay Trust Dated
September 20, 2000

STATE OF: Washington)
COUNTY OF: Skagit)

On 6/24/09 before me the undersigned, a Notary Public in and for said state personally appeared, Richard W Seay 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 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.

[Signature]
Notary Public in and for said County and State



LENDER:

Wells Fargo Bank, N. A.

BY: [Signature]
Barbara Edwards

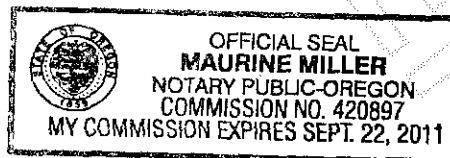
STATE OF: OREGON)
COUNTY OF: WASHINGTON)

On June 16, 2009 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 subscribed 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.

[Signature]
Notary Public in and for said County and State

NOTARY STAMP OR SEAL

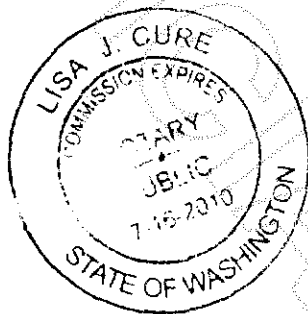


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Skagit County Auditor

STATE OF Washington
County of Skagit, SS:

I certify that I know or have satisfactory evidence that Richard W. Seay and Judith B. Seay
signed this instrument, on oath stated that They are
authorized to execute the instrument and acknowledged it as the Trustees & Individually
of The Seay Trust to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: June 24, 2009



Lisa J. Cure
Notary Public in and for the State of Washington
Residing at Bow
My appointment expires: 7/16/2010



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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

Wells Fargo Bank, N. A.

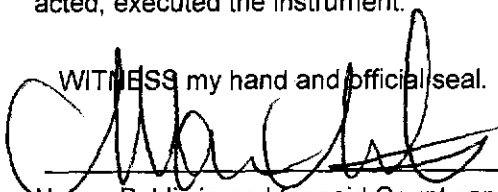
By 
Barbara Edwards, Work Director

STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

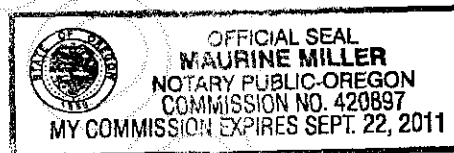
On June 16, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Work Director, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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 STAMP OR SEAL


Notary Public in and for said County and State

This instrument was prepared by:
Barbara Edwards
18700 NW Walker Rd #92
Beaverton, OR 97006



**Return to: Wells Fargo Bank, N.A.
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Billings, MT 59107-1557**



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Lot 23 and that portion of Lot 22, "PLAT OF THE POINTE DIV. NO. 3," as per plat recorded in Volume 14 of Plats, pages 151, 152, and 153, records of Skagit County, Washington, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 22;

Thence South 38 Degrees 02'27" West, along the line common to Lots 22 and 23 of said plat, a distance of 185.00 feet to the Westerly corner of said Lot 22;

Thence South 79 degrees 09'30" East, along the Southerly line of said Lot 22, a distance of 72.65 feet to an angle point thereon;

Thence North 38 degrees 31'20" East a distance of 58.43 feet;

Thence North 03 degrees 09'13" East a distance of 113.83 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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