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## **DEED OF TRUST MODIFICATION**

Trustor(s) ROBERT P. ADELINE AND JUDY M. ADELINE, HUSBAND AND 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 THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 24, "PLAT OF CEDARWOOD", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 10 AND 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 24, CEDARWOOD, PLAT OF, RECORDS OF SKAGIT COUNTY, WA SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Assessor's Property Tax Parcel or Account Number P100782

Reference Numbers of Documents Assigned or Released 200708070028

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Prepared By: Wells Fargo Bank, N.A. MICHAEL B GRANT DOCUMENT PREPARATION 2202 W. ROSE GARDEN LANE PHOENIX, ARIZONA 85027 888-524-2139

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Account Number:	650-650-638799	7-1998	Reference Number: 2009249960003	30

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

This Modification Agreement (this "Agreement") is made this 1ST DAY OF OCTOBER, 2009, between Wells (the "Lender") and ROBERT P. ADELINE AND JUDY M. ADELINE, HUSBAND Fargo Bank, N.A. AND 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 16, 2007, 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 at page(s) of the County of SKAGIT County, State of WASHINGTON as document No. 200708070028 (the "Security Instrument"), and covering real property located at 4308 CEDARWOOD COURT, MOUNT VERNON, WASHINGTON 98273 (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 24, "PLAT OF CEDARWOOD", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 10 AND 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL; LOT 24, CEDARWOOD, PLAT OF, RECORDS OF SKAGIT COUNTY, WA SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

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 \$115,000.00 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.

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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 cotrustor/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

July Made

-Borrower

JUDY M. ADELINE

-Borrower

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Well	lls Fargo Bank, N.A.	
4/		
Ry:_	(Seal)	
RY_	PARRICA L. BURNS	
Its:		
{	{Acknowledgments on Following Pages	}

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FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF ARIZONA ) ss.
COUNTY OF MARICOPA
On this 7th day of October, 2009, before me, a Notary Public in
and for said county personally appeared <b>ERRARA</b> L. BURNS , to me personally known, who being by me duly (sworn or affirmed) did say that that person is AVP 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 HVP acknowledged the execution of said instrument
to be the voluntary act and deed of said association by it voluntarily executed.  Melasa Quist ARIZONA
Notary Public State of
My commission expires: 2   3 8   13   MeLISSA QUIST   Notary Public - Arizona   Maricopa County   Expires 02/28/13



## FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:		
State of WASHINGTON		
County of SEASIT		
On this day personally appeared before me		M DORLAR
KOREKT L HOETINE +	ND JUDY	M. ADELINE (here insert the name of
		(here insert the name of
grantor or grantors) to me known to be the individua		
within and foregoing instrument, and acknowledged	that he (she or the	y) signed the same as his (her or
their) free and voluntary act and deed, for the uses a	nd purposes therein	mentioned. Given under my
hand and official seal this Stday of DCTO B	EK, , 20 09	
		-
	- CONCHOLD	150 ASO 0
Witness my hand and notarial seal on this the 151	day of OCTOP	SEK' JONA
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	G. July	000
MINNY SAMAN	Signature	
SION RESION RESIDENCE	$\mathcal{L}_{\mathcal{L}}$	CAMOLE
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My commission expires: DRC19, 2009

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