



200912300097

Skagit County Auditor

12/30/2009 Page 1 of 3 3:23PM

RECORDING REQUESTED BY **PNC Bank, National Association, as successor by merger to National City Bank**

WHEN RECORDED MAIL TO

National City Lending Services
6750 Miller Road
Brecksville OH 44141

Customer Name: **JOHN DAVID LYNN AND STEPHANIE K LYNN**

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

98565-3

GUARDIAN NORTHWEST TITLE CO.

THIS AGREEMENT made this **12/23/2009** by **PNC Bank, National Association, as successor by merger to National City Bank** ("Lender") and **JOHN DAVID LYNN AND STEPHANIE K LYNN**, ("Borrower") previously executed a revolving Credit Agreement ("Credit Agreement") dated **05/17/2007** with a credit limit in the amount of **\$105,000.00**. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated _____, for the use and benefit of Lender, which was recorded on **05/22/2007**, in Book _____ on Page _____, as Instrument no. **200705220052** of the Office of Records of **SKAGIT** county, state of **Washington**.

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 reference Credit Agreement from **\$105,000.00** to **\$47,400.00**.

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 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 due default or rights under the Credit Agreement, Security Agreement, or any other 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 Agree or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

BORROWER:

JOHN DAVID LYNN AND STEPHANIE K LYNN

STATE OF _____
COUNTY OF: _____

) SS
)

On _____ before me _____ the undersigned, a Notary Public in and for said state personally appeared, **JOHN DAVID LYNN AND STEPHANIE K LYNN**, 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 instruments 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

LENDER:

PNC Bank, National Association, as
successor by merger to National City Bank

BY:

Kelly Clemenich
Officer

STATE OF: OHIO
COUNTY OF: CUYAHOGA

) SS
)

On the 23rd day of Dec, 2009, before me, , the undersigned, a Notary Public in and for said state personally appeared, **Kelly Clemenich, Officer** of PNC BANK, Authorized Signer, 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 instruments."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

John McGonegal
Notary Public in and for said County and State



John McGonegal
Notary Public, State of Ohio
My Commission Exp. 6-28-12



200912300097
Skagit County Auditor

BORROWER

JOHN DAVID LYNN AND STEPHANIE K LYNN

STATE OF Washington
COUNTY OF: SKAGIT

) SS
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On 12-24-2009 before me Pam LARSON the undersigned, a Notary Public in and for said state personally appeared, JOHN DAVID LYNN AND STEPHANIE K LYNN, 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 instruments 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

PAM LARSON
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
AUGUST 1, 2011

Pam Larson
Notary Public in and for said County and State

LENDER:

PNC Bank, National Association, as

successor by merger to National City Bank

BY: Kelly Clemenich
Kelly Clemenich
Officer

STATE OF: OHIO
COUNTY OF: CUYAHOGA

) SS
)

On the 23rd day of Dec, 2009, before me, the undersigned, a Notary Public in and for said state personally appeared, Kelly Clemenich, Officer of PNC BANK, Authorized Signer, 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 instruments."

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

John McGonegal
Notary Public in and for said County and State



John McGonegal
Notary Public, State of Ohio
My Commission Exp. 6-28-12

powered by KALISORE



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