

2/16/2010 Page

1 of 6 8:52AM

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

DEED OF TRUST MODIFICATION

Trustor(s) LISA MARIE MATTHEWS AND ROBERT WILLIAM MATTHEWS, WIFE AND HUSBAND

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 8, "PLAT OF ESTATES AT SUMMIT PARK, DIVISION II", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 8, "PLAT OF ESTATES AT SUMMIT PARK, DIVISION II", PLAT V16, PP162-163, DOC # 9804100055

Assessor's Property Tax Parcel or Account Number P111121

Reference Numbers of Documents Assigned or Released 200608140087

WA LOC Modification Agrmt, HCWF#155v18 (11/15/2008)

1/6

Prepared By: Wells Fargo Bank, N.A. CATHERINE RIPPERGER DOCUMENT PREPARATION 2202 W ROSE GARDEN LANE PHOENIX, ARIZONA 85027 866-537-8489

After Recording please return to: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

State of	Washington {Space Above	ve This Line For Recording Data}
Account Number:	654-654-2817716-1998	Reference Number: 20093627800017

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

This Modification Agreement (this "Agreement") is made this 28TH DAY OF JANUARY, 2010, between (the "Lender") and LISA MARIE MATTHEWS AND ROBERT WILLIAM Wells Fargo Bank, N.A. MATTHEWS, WIFE AND HUSBAND (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 26, 2006, in the original maximum principal amount of \$ 78,000.00. 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. 200608140087 (the "Security Instrument"), and covering real property located at 8524 SOUTHRIDGE PL, ANACORTES, WASHINGTON 98221 (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 8, "PLAT OF ESTATES AT SUMMIT PARK, DIVISION II", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 8, "PLAT OF ESTATES AT SUMMIT PARK, DIVISION II", PLAT V16, PP162-163, DOC # 9804100055

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 \$93,000.00 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

WA LOC Modification Agrmt, HCWF#155v18 (11/15/2008)



2 of

6 8:52AM

2/16/2010 Page

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 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.

Disamante Marinews

-Borrower

OREDT WILLIAM MATTHEWS

-Borrower

Wells Fargo Bank, N.A.

WA LOC Modification Agrint, HCWF#155v18 (11/15/2008)



2/16/2010 Page

3 of 6 8:52AM

By:	(Seal)	
Its: AVI	S Harbaro C. Bains	
	{Acknowledgments on Following Pages	



2/16/2010 Page

4 of

Documents Processed 01-26-2010, 09:33:46

6 8:52AM

FOR NOTARIZATION	OF LENDER PERSONNEL	
STATE OF 11.70	1.1 <i>C</i>)	
COUNTY OF MALE) ss. 	
On this day of	Felinary, ,20	16, before me, a 12 of Public in
and for said county perso	nally appeared Day boy o	(Course), to me personally known, who
being by me duly (swo	orn or affirmed) did say that t	hat person is AVP of said
association, that (the sea	l affixed to said instrument is th	e seal of said or no seal has been procured by said)
association and that said	instrument was signed and seale	d on behalf of the said association by authority of its acknowledged the execution of said instrument
board of directors and the	d deed of said association by it vo	Juntarily executed
(1) A		317-14-0422
		- DINGNI UNG
Notary Public		State of
, and the second		
My commission expires:_	<u> </u>	
		·
	SECTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDR	CHERYL L. McGREGOR
	(Carl	Notary Public - Arizona Maricopa County Maricopa County
		Expires 03/15/10

Minimum Minimu 2/16/2010 Page

5/6

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:	
State of Warrington	
County of Skaca	
On this day personally appeared before me	
LISA MAYER MATTHEWS	
Robert William MAHHEWS	(here insert the name of
	ual, or individuals described in and who executed the
<u> </u>	·
	d that he (she or they) signed the same as his (her or
their) free and voluntary act and deed, for the uses	
hand and official seal this 28 day of January	, 20 <u>10</u> .
	day of January 2010
Witness my hand and notarial seal on this the 28	day of January, 2010
	1/20 P Al
The second of	ricord
Contraction of the Contraction o	Signature U
	/ ,)
[NOTARIAL SEAL]	NICOLAS T. LONGO
Million Company	Print Name:
MINIAS TIME	Notary Public
NIN COMMON TO THE	
The state of the s	
6,0TAP, 5	
○ \ ← ← · · · · · · · · · · · · · · · · ·	
EST PURILO :> E	
ON TAR DESCRIPTION OF STREET	
M. O. HINGHIN	
WASHINI.	
antillia.	
, 1	
My commission expires: 4 37 36/1	A second of the second



2/16/2010 Page

6 of 🦠

6 8:52AM