



201109260025

Skagit County Auditor

9/26/2011 Page

1 of

6 9:30AM

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Return Address:**

Wells Fargo Bank, N.A.

Billings Office

PO Box 31557 MAC B6955-013

Billings, MT 59107-9900

**Document Title(s) (or transactions contained therein):**

1. **MODIFICATION TO DEED OF TRUST**

**Grantor(s) (Last name first, then first name and initials)**

FUNK, C STEPHEN

FUNK, ELEANOR M

**Grantee(s) (Last name first, then first name and initials)**

1. **WELLS FARGO BANK, N.A.**

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

LOTS 8-10, BLK 1, PETER'S 1ST ADD

Additional legal description is on page 2 of document.

Assessor's Property Tax Parcel or Account Number: 3810-001-010-0000

Reference Number(s) of Documents assigned or released: 201104180035

Additional references on page 2 of document.

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**Note:** The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

This Instrument Prepared By:  
Wells Fargo Bank, N.A.  
KRIS YOUNG  
MAC X2303-01N  
ONE HOME CAMPUS  
DES MOINES, IOWA 50328

[Space Above This Line For Recording Data]

Reference:

Account: 451-451-4678745-0XXX

### MODIFICATION TO DEED OF TRUST

This Modification Agreement (this "Agreement") is made this 2 day of September, 2011, by and between Wells Fargo Bank, N.A. ("Lender") and C STEPHEN FUNK, AND ELEANOR M FUNK, HUSBAND AND WIFE (individually and collectively, "Borrower"). Lender and Borrower are collectively referred to as the "Parties."

#### RECITALS:

A. Borrower executed and delivered to Lender that certain DEED OF TRUST dated APRIL 25, 2001, securing the Debt Instrument of the same date (together with any renewals, extensions, or modifications to the Debt Instrument made prior to the date of this Agreement), recorded in Book/Roll/Volume NA at page NA (or as No. 201104180035) of the Official Records in the Office of the Auditor of the County of SKAGIT, State of Washington (the "Security Instrument"), and covering the property described in the Security Instrument and located at 1119 KING STREET, ANACORTES, WASHINGTON 98221 (the "Property"), more particularly described as follows:  
LOTS 8, 9 AND 10, BLOCK 1, PETER'S FIRST ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON



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B. This section intentionally left blank.

C. The Security Instrument currently provides for

☒ a payment in full date of APRIL 20, 2011

D. The Parties desire to change the security instrument to provide for

☒ a payment in full date of SEPTEMBER 02, 2021

E. The Parties wish to modify and amend the Security Instrument to reflect the above change.

#### AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Borrower and Lender agree as follows:

1. The Security Instrument is modified and amended as follows:

☒ the payment in full date is SEPTEMBER 02, 2021

2. All capitalized terms not defined herein shall have the meanings set forth in the Security Instrument.

3. Except as expressly provided in this Agreement, all terms, covenants, conditions, and provisions of the Security Instrument (including any previous modifications) shall remain unchanged and in full force and effect, and this Agreement shall not affect Lender's security interest in, or lien priority on, the Property. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Security Instrument and the Debt Instrument at the time and in the manner therein provided.

4. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Security Instrument, the provisions of this Agreement shall control.

5. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Security Instrument or the Debt Instrument.

6. As to any Borrower who signed the Security Instrument, but who did not execute the Debt Instrument (a "co-mortgagor/co-trustor"), this Agreement does not modify, change or terminate the nature of the co-mortgagor/co-trustor's obligations in connection with the Debt Instrument. The co-mortgagor/co-trustor is not personally obligated to pay the debt evidenced by the Debt Instrument and the Security Instrument (as extended or amended hereby). The co-mortgagor/co-trustor agrees that Lender and Borrower may agree to extend, modify, forbear or make other accommodations with regard to the terms of the Debt Instrument or the Security Instrument (as extended or amended hereby) without the co-mortgagor/co-trustor's consent.



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7. This Agreement is binding on and shall inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties.

8. By signing below, Borrower acknowledges that Borrower has received, read, and agrees to the terms of this Agreement and that Borrower has retained a copy of this Agreement.

The Parties have executed this Agreement under seal as of the day and year first above written.

BORROWER:

C Stephen Funk  
(Signature)  
C STEPHEN FUNK  
(Printed Name)

Eleanor M Funk  
(Signature)  
ELEANOR M FUNK  
(Printed Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)

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(Signature)  
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(Printed Name)

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(Signature)  
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(Printed Name)

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(Signature)  
\_\_\_\_\_  
(Printed Name)



(Signature)

(Printed Name)

LENDER:  
Wells Fargo Bank, N.A.

By: Penny Tebben  
(Signature)  
PENNY TEBBEN  
(Printed Name)  
ASSISTANT VICE PRESIDENT  
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

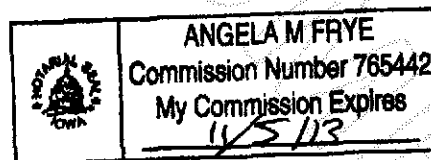
STATE OF IOWA  
COUNTY OF Dallas ) ss.

On this 9th day of September, 20 11, before me, a  
Notary Public in and for said county personally appeared  
Penny Tebben, to me personally known, who being by me duly (sworn or  
affirmed) did say that that person is Asst Vice President 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 President acknowledged the execution of said instrument to be the  
voluntary act and deed of said association by it voluntarily executed.

Angela M Frye  
Notary Public

IOWA  
State of

My commission expires: 11/5/13



For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

C. STEPHEN FUNK AND ELEANOR M FUNK AND NO OTHERS

(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 6<sup>th</sup> day of September, 20 11.

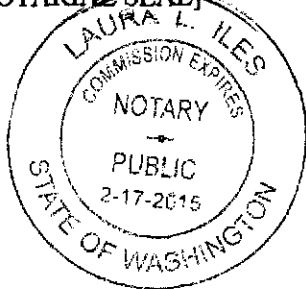
Witness my hand and notarial seal on this the 6<sup>th</sup> day of September, 2011

Laura L. Iles  
Signature

Laura L. Iles  
Print Name:

Notary Public IN AND  
FOR THE STATE OF  
WASHINGTON

[NOTARIAL SEAL]



My commission expires: 2-17-2015  
~~2-15-2017~~

