

Skagit County Auditor 9/1/2016 Page

1 of

\$81.00 **8 9:59AM**

After Recording please return to:

Recording requested by and return to: (10) (50) (262)

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

DEED OF TRUST MODIFICATION

Trustor(s) SETH K. WYMAN AND TORI A. WYMAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Trustee(s) Wells Fargo Financial National Bank

Beneficiary Wells Fargo Bank, N.A. 101 North Phillips Avenue, Sioux Falls, SD 57104

Legal Description ABBREVIATED LEGAL: LOT N2, SHORT PLAT #94-012, VOL. 11, PG. 156 PRIOR RECORDED DOC. REF.: DEED RECORDED 1/17/2003 IN DOC NO. 200301170039, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number 360335-1-004-0500

Reference Numbers of Documents Assigned or Released 201205150030

WA LOC Modification Agrmt, LM106028, HCWF#155v23 (11/14/15) LM-106028-0116

Documents Processed 08-04-2016 12:19:34

Prepared By:
Wells Fargo Bank, N.A.
SHELLA B BEGGS
DOCUMENT PREPARATION
7711 PLANTA FION RD
ROANOKE, VA 24019
1-866-537-8489

Recording requested by and return to: 20 60 6202 American Title Inc.
PO Box 641010
Omaha, NE 68164-1010

State of Washington

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Reference number: 20160850100028

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

This Modification Agreement (this "Agreement") is made this 5th day of August, 2016, between Wells Fargo Bank, N.A. (the "Lender") and SETH K. WYMAN AND TORI A. WYMAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

(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 April 24, 2012, in the original maximum principal amount of \$50,000.00. 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 was recorded on May 15, 2012 in Book/Roll N/A at page(s) N/A of the County of SKAGIT County, State of WA as document No. 201205150030 (the "Security Instrument"), and covering real property located at 5024 ROBINWOOD LN, BOW, WA 98232 (the "Property") and described as follows:

ABBREVIATED LEGAL: LOT N2, SHORT PLAT #94-012, VOL. 11, PG. 156 PRIOR RECORDED DOC. REF: DEED RECORDED 1/17/2003 IN DOC NO. 200301170039, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

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 \$180,000.00 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 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 Statement of Fees, Charges, and Disbursements Addendum 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 Statement of Fees, Charges, and Disbursements Addendum 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.

Borrower TORI A. WYMAN	
Borrower TORI ANN WYMAN AS ATTORNEY IN FACT FOR SETH KISTLER WYMAN	Kistler
Borrower TORI ANN WYMAN AS ATTORNEY IN FACT FOR SETH KISTLER WYMAN AKA TORT A WYMAN	· ·
Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801	
Loan Originator's Name: Natasha Elaine Taylor	
NMLSR ID: 934840	
Wells Fargo Bank, MA. By: (Seal) Its: Vari Frfle	
Vice President Loan Documentation	
Acknowledgments on Following Pages}	

WA LOC Modification Agrmt, LM106028, HCWF#155v23 (11/14/15) LM-106028-0116

Documents Processed 08-04-2016 12:19:34

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana	
	SS.
On this 124 day of August	2016 before me, a notang public in
and for said county personally appeared	to me personally known, who
being by me duly (sworn or affirmed) did say that t	hat person is Vice President Loan Documentation
	ation, that (the seal affixed to said instrument is the seal of
	on and that said instrument was signed and sealed on behalf
of the said association by authority of its board of	of directors and the said
Vice President Loke Dogsmentsion	acknowledged the execution of said instrument to be the
voluntary act and deed of said association by it voluntary	Montara
Notary Public Toyce & Son My commission expires: 12/20/16	State of
	IOVOE BOSTON
SO CE SO	JOYCE BOSTON NOTARY PUBLIC for the State of Montana AL Residing at Billings, Montana
	My Commission Expires December 20, 2016

FOR NOTARIZATION OF BORROWERS	
For An Individual Acting In His/Her Own Right:	
State of Washington	
County of Skage +	
On this day personally appeared before me	
TORI A. WYMAN	
TORI ANN WYMAN AS ATTORNEY IN FACT FOR SETH K	ISTLER WYMAN
who executed the within and foregoing instrument, and his (her or their) free and voluntary act and deed, for the hand and official seal this day of August	own to be the individual, or individuals described in and d acknowledged that he (she or they) signed the same as the uses and purposes therein mentioned. Given under my
Witness my hand and notarial seal on this the 5μ d	ay of August, Teile
	S. C. L.
NIC FOR	Signature //
[NOTARIAL SEAL]	Print Name: ERAC Fax
NOTARY	Notary Public
PUBLIC Z	
7. 02 20\ 2. G. S	
OF WASHING	
PUBLIC S	

My commission expires: 07-14-2019

EXHIBIT A

Reference: 20160850100028

Account: XXX-XXX-XXX6369-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TO WIT: PARCEL A: LOT N2, SKAGIT COUNTY SHORT PLAT NO. 94-012, APPROVED DECEMBER 12, 1994, RECORDED DECEMBER 14, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 158, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT N AS SHOWN ON THE SURVEY RECORDED IN BOOK 12 OF SURVEYS, PAGES 99 THROUGH 100, UNDER AUDITOR'S FILE NO. 9202130038, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST OUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. PARCEL B: THE PORTION OF LOT M1, SKAGIT COUNTY SHORT PLAT NO. 94-011, APPROVED DECEMBER 12, 1994 AND RECORDED DECEMBER 14, 1994 IN VOLUME 11 OF SHORT PLATS, PAGE 157, UNDER AUDITOR'S FILE NO. 9412440071, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN; AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE JEAST OF THE WILLAMETTE MERIDIAN; LYING WESTERLY OF THE WESTERLY MARGIN OF ROBINWOOD LANE, A PRIVATE DRIVEWAY (THE CENTERLINE OF ROBINWOOD LANE IS DESCRIBED ON THAT CERTAIN DOCUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9309030006) AND NORTHERLY OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT N2, SKAGIT COUNTY SHORT PLAT NO. 94-012, APPROVED DECEMBER 12, 1994 AND RECORDED DECEMBER 14, 1994 IN VOLUME 11 OF SHORT PLATS, PAGE 158, UNDER AUDITOR'S FILE NO. 9412140072, ALSO BEING THE NORTH LINE OF THAT CERTAIN 30-FOOT WIDE ACCESS AND UTILITIES EASEMENT FOR LOT NI AND N4 OF SAID SKAGIT COUNTY SHORT PLAT NO. 94-012. ABBREVIATED LEGAL: LOT N2, SHORT PLAT #94-012, VOL. 11, PG. 156 PRIOR RECORDED DOC. REF.: DEED RECORDED 1/17/2003 IN DOC NO. 200301170039.