

RECORDING REQUESTED BY:  
WELLS FARGO BANK N. A.

Recording Requested by:  
Wells Fargo Bank  
When Recorded Return to: Fidelity National LPS  
P.O. BOX 19523  
Irvine, CA 92623-9523  
Code: WFD



200409170029  
Skagit County Auditor

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DEED OF TRUST OR MORTGAGE MODIFICATION

TITLE OF DOCUMENT

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT MISSING EXHIBIT A,  
PREVIOUSLY RECORDED 7/13/2004, AS DOCUMENT # 20040713.

Grantor: Nathaniel A. Melendez ; Edwin A Melendez  
Grantee: Wells Fargo Bank  
AF# 20040329 0129

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 ADDITIONAL RECORDING FEE APPLIES)

Name of Person Requesting the Recording:

CARMAN KIRK  
18700 NW WALKER RD BLDG #  
BEAVERTON, OR 97006

Recording Requested by:

Wells Fargo Bank

When Recorded Return to: Fidelity National LPS

P.O. BOX 19523

Irvine, CA 92623-9523

Code: WFD

Wells Fargo Bank, N.A. *CA 15* Deed of Trust or Mortgage Modification

DT 03-04-2004 200403290129

Reference #: 20041557400445

Account #: 0651-651-2631105-1998

This agreement is made this 21st day of June 2004 between

Wells Fargo Bank, N.A.

existing under the laws of the United States of America having its office at

420 Montgomery Street San Francisco, CA 94104

(the "Bank") and

Name(s) of borrower(s) NATHANIEL A MELENDEZ

(the "Borrower") residing at 3107 OAKES AVE ANACORTES, WA 982211324

Address City State

Name(s) of borrower(s) EDWIN A MELENDEZ

(the "Borrower") residing at 3107 OAKES AVE ANACORTES, WA 982211324

Address City State

Name(s) of borrower(s)

(the "Borrower") residing at

Address City State

Name(s) of borrower(s)

(the "Borrower") residing at

Address City State

Name(s) of borrower(s)

(the "Borrower") residing at

Address City State

Name(s) of borrower(s)

(the "Borrower") residing at

Address City State

and NATHANIEL A MELENDEZ

Name(s) of mortgagor(s)/trustor(s)

(the "Mortgagor") residing at 3107 OAKES AVE ANACORTES, WA 982211324

Address City State

and EDWIN A MELENDEZ

Name(s) of mortgagor(s)/trustor(s)

and GAYE V. MELENDEZ, NON VESTED SPOUSE

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

and

Name(s) of mortgagor(s)/trustor(s)

EQ357A (03/2004)



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EXHIBIT 'A'  
20041557400445

LOTS 1 THROUGH 5, BLOCK 602, NORTHERN PACIFIC ADDITION TO  
ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME  
2 OF PLATS, PAGE 9 THROUGH 11, RECORDS OF SKAGIT COUNTY,  
WASHINGTON. ABBREVIATED LEGAL: N/A

APN: P58468



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**Recitals**

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 03/04/2004, payable to the order of the Bank with the original maximum available principal amount of \$ 10,000.00 ("Note") with a maturity date of 03/04/2029.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 03/04/2004, subjecting to the lien thereof certain real estate located in SKAGIT COUNTY WA (state) more particularly described in the Mortgage.
3. The Mortgage was filed for record on 03/29/2004, in the office of the CLERK of the above named COUNTY as Document No. 200403290129 in Book/Roll N/A Page/Image N/A.
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number N/A.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

**Agreement**

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

Margin

The Borrower hereby agrees that the finance charge will be  increased  decreased to 1/365 of an annual rate of N/A % over the "Index Rate," which is disclosed in the Note.  If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the rate by adding N/A %.

Credit Limit

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$ 20,000.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

1. All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner therein provided.
2. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.
3. This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.
4. The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides



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otherwise. The Bank will give the Borrower notice of any change that is required by law.

The Bank also can make changes that the Bank and Borrower agree to in writing.

**NOTICE TO CONSUMER**

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

**THIS IS A CONSUMER CREDIT TRANSACTION.**

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year above.

Wells Fargo Bank, N.A.  
Name of Bank

By: Pam Bleckum

ITS Operations Process III

Nathaniel Melendez  
Mortgagor/Trustor NATHANIEL A MELENDEZ

Edwin A. Melendez  
Mortgagor/Trustor EDWIN A MELENDEZ

Gaye V. Melendez  
Mortgagor/Trustor GAYE V. MELENDEZ, NON VESTED SPOUSE

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Nathaniel Melendez  
Borrower NATHANIEL A MELENDEZ

Edwin A. Melendez  
Borrower EDWIN A MELENDEZ

Borrower

Borrower

Borrower

Borrower



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FOR NOTARIZATION OF BANK PERSONNEL BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF wa COUNTY OF Skagit } ss.

On June 21, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared

Nathaniel A melendez

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 acknowledged 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.

Signature: Theresa E Young

Name: Theresa E. Young  
(type or printed)

My Commission expires: 12-16-07

Theresa E. Young  
STATE OF WASHINGTON  
NOTARY --o-- PUBLIC  
MY COMMISSION EXPIRES 12-16-07  
(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF wa COUNTY OF Skagit } ss.

On June 21, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared

Edwin A Melendez

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 acknowledged 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.

Signature: Theresa E Young

Name: Theresa E. Young  
(type or printed)

My Commission expires: 12-16-07

Theresa E. Young  
STATE OF WASHINGTON  
NOTARY --o-- PUBLIC  
MY COMMISSION EXPIRES 12-16-07  
(Seal)

ACKNOWLEDGMENT (All-Purpose):

STATE OF wa COUNTY OF Skagit } ss.

On June 21, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared

Gayle V Melendez

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 acknowledged 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.

Signature: Theresa E Young

Name: Theresa E. Young  
(type or printed)

My Commission expires: 12-16-07

Theresa E. Young  
STATE OF WASHINGTON  
NOTARY --o-- PUBLIC  
MY COMMISSION EXPIRES 12-16-07  
(Seal)



200409170029  
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# All-purpose Acknowledgment

WELLS  
FARGO

STATE OF OREGON, COUNTY OF WASHINGTON

On AUG. 20, 2004 before me, the undersigned, a Notary Public  
in and for said State, personally appeared

PAUL BLACKWOOD

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 acknowledged 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:

Signature

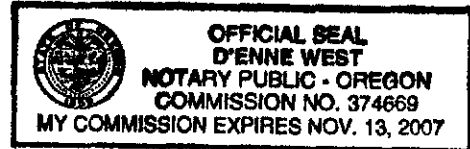
*D'Enne West*

Name (type or printed)

D'ENNE WEST

My commission expires:

NOV 13, 2007



(Seal)



UNOFFICIAL DOCUMENT

