

Prepared By:  
Wells Fargo Bank, N.A.  
BRANDON SMITH  
DOCUMENT PREPARATION  
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200702260053

Skagit County Auditor

2/26/2007 Page

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7 10:37AM

State of Washington {Space Above This Line For Recording Data}  
Account Number: 650-650-2749679-1998

Reference Number: 20070297200196

DT 8/9/2006 #200608090098

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

This Modification Agreement (this "Agreement") is made this 2ND DAY OF FEBRUARY, 2007, between Wells Fargo Bank, N.A. (the "Lender") and KEVIN R. AINSWORTH AND DIANE L. AINSWORTH HUSBAND AND WIFE (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 August 04, 2006, in the original maximum principal amount of \$ 97,500.00. 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. 200608090098 (the "Security Instrument"), and covering real property located at 24341 ELEGANT HEIGHTS RD, MOUNT VERNON, WASHINGTON 98273 (the "Property") and described as follows:

LOT 3 OF SHORT PLAT NO. 99-0024 RECORDED OCTOBER 1, 2003 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200310010080. BEING A PORTION OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON. TITLE TO SAID PREMISES IS VESTED IN KEVIN R. AINSWORTH AND DIANA AINSWORTH WHO IS ALSO KNOWN AS DIANE L. AINSWORTH, HUSBAND AND WIFE BY DEED FROM JON S. MILLER, AS HIS SEPARATE ESTATE DATED 3/18/2004 AND RECORDED 3/31/2004 AS INSTRUMENT NO. 200403310197.

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:

WA LOC Modification Agrmt, HCWF#155v17 (4/17/06)



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**Change in Credit Limit.** The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$160,000.00 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.

**Change in Margin.** The Lender and the Borrower agree that the Margin on the Line of Credit Advances, as specified in the Line of Credit Agreement, is hereby increased to - TWO HUNDRED FIFTY THOUSANDTHS OF ONE PERCENTAGE POINT (-0.250 %) as of the date of this Agreement. This may result in an increase in the Daily Periodic Rate, corresponding Annual Percentage Rate and Minimum Monthly Payment.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

\*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated 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.

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.

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200702260053

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*Diane L. Ainsworth* (Seal)  
Borrower **DIANE L AINSWORTH**

*Kevin R. Ainsworth* (Seal)  
Borrower **KEVIN R AINSWORTH**

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

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Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

Wells Fargo Bank, N.A.  
By: *Anthony Cheong* (Seal)  
*David Jui*  
Operations Processor II  
Its: *Store Manager*

{ Acknowledgments on Following Pages }

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200702260053  
Skagit County Auditor



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me  
DIANE L AINSWORTH AND KEVIN R AINSWORTH

(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 FEBRUARY, 2007.

Witness my hand and notarial seal on this the 6<sup>th</sup> day of FEBRUARY, 2007

[Signature]  
Signature

R Y SAMANT  
Print Name: NOTARY  
Notary Public



My commission expires: DEC 19, 2009



FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF Oregon, COUNTY OF Washington } ss.

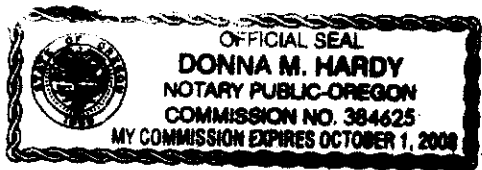
On Feb 9, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

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: Donna M Hardy

Name: DONNA M HARDY  
(type or printed)

My Commission expires: 10-01-08



(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared

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: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or printed)

My Commission expires: \_\_\_\_\_

(Seal)



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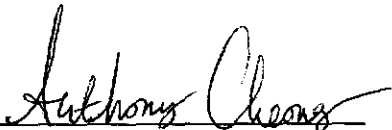
## DEED OF TRUST

Trustor(s) KEVIN R. AINSWORTH AND DIANE L. AINSWORTH HUSBAND AND WIFE  
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 LOT 3 OF SHORT PLAT NO. 99-0024 RECORDED OCTOBER 1, 2003 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200310010080. BEING A PORTION OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON. TITLE TO SAID PREMISES IS VESTED IN KEVIN R. AINSWORTH AND DIANA AINSWORTH WHO IS ALSO KNOWN AS DIANE L. AINSWORTH, HUSBAND AND WIFE BY DEED FROM JON S. MILLER, AS HIS SEPARATE ESTATE DATED 3/18/2004 AND RECORDED 3/31/2004 AS INSTRUMENT NO. 200403310197.

Assessor's Property Tax Parcel or Account Number 340530-2-001-0004

Reference Numbers of Documents Assigned or Released



Signature (for non-standard recording)

Reference: 20070297200196

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