

Prepared By:
Wells Fargo Bank, N.A.
LAURA CAIN
DOCUMENT PREPARATION
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BEAVERTON, OREGON 97006
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200703190064

Skagit County Auditor

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State of Washington {Space Above This Line For Recording Data}
Account Number: 651-651-7821131-1998 Reference Number: 20070407500406
DT 3/21/2005 #200503210036

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

This Modification Agreement (this "Agreement") is made this 23RD DAY OF FEBRUARY, 2007, between Wells Fargo Bank, N.A. (the "Lender") and CORY L COLE, WHO ACQUIRED TITLE AS CORY LANE COLE AND MARILYN I COLE WHO ACQUIRED TITLE AS MARILYN IRENE COLE, 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 February 25, 2005, in the original maximum principal amount of \$ 15,000.00. 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 N/A at page(s) N/A of the County of SKAGIT County, State of WASHINGTON as document No. 200503210036 (the "Security Instrument"), and covering real property located at 11405 GALBREATH RD, BURLINGTON, WASHINGTON 98233 (the "Property") and described as follows:

PARCEL "A": LOT 5, "SPARR'S ADDITION, A REPLAT OF A PORTION OF TRACT 24, PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, WASHINGTON. PARCEL "B": THAT PORTION OF THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 24, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE EAST LINE OF "SPARR'S ADDITION, A REPLAT OF A PORTION OF TRACT 24, PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, AND LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINES OF LOT 5 OF SAID SPARR'S ADDITION. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: LOT 5, SPARR'S ADDN, VOL 8, PG 72.

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.

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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 \$20,000.00 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.

Extension of the Draw Period and the Maturity Date. The Security Instrument is hereby amended to extend the Maturity Date from February 25, 2030 to February 25, 2045.

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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UNOFFICIAL DOCUMENT

Cory L. Cole

Borrower **CORY L COLE**

(Seal)

Marilyn J. Cole

Borrower **MARILYN J COLE**

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Wells Fargo Bank, N.A.

By: *Othon Rojas Vega* (Seal)

Its: *Personal Banker*

{ Acknowledgments on Following Pages }

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FOR NOTARIZATION OF LENDER PERSONNEL

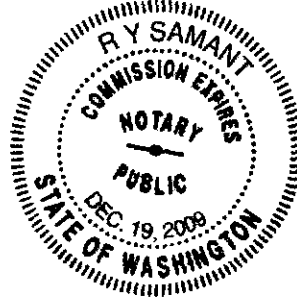
STATE OF (WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27th day of FEBRUARY, 2007, before me, a PERSONAL BANKER in and for said county personally appeared JOHN ROTASVEITIS, to me personally known, who being by me duly (sworn or affirmed) did say that that person is PERSONNEL 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 PERSONNEL acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Ry Samant
Notary Public

WASHINGTON
State of

My commission expires: DEC 19, 2009



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

CORY L COLE AND MARILYN I COLE
(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 24th day of FEBRUARY, 20 07.

Witness my hand and notarial seal on this the 24th day of FEBRUARY, 07



Ry Samant
Signature

RY SAMANT
Print Name:

Notary Public

My commission expires: DEC 19, 2009



After Recording Return To:

Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-015
Billings, MT 59107-9900

DEED OF TRUST modification

Trustor(s) CORY L COLE, WHO ACQUIRED TITLE AS CORY LANE COLE AND MARILYN I COLE WHO ACQUIRED TITLE AS MARILYN IRENE COLE, 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 PARCEL "A": LOT 5, "SPARR'S ADDITION, A REPLAT OF A PORTION OF TRACT 24, PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, WASHINGTON. PARCEL "B": THAT PORTION OF THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 24, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE EAST LINE OF "SPARR'S ADDITION, A REPLAT OF A PORTION OF TRACT 24, PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, AND LYING BETWEEN THE EASTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINES OF LOT 5 OF SAID SPARR'S ADDITION. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: LOT 5, SPARR'S ADDN, VOL 8, PG 72.

Assessor's Property Tax Parcel or Account Number P69704

Reference Numbers of Documents Assigned or Released

Reference: 20070407500406

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