

After Recording Return To:

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

200510140106

Trustor(s):

Erik L. Bowman and Dulcie A. Bowman, 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 Ave Sioux Falls, SD 57104

Legal Description:

Lots 4 through 20, block 16, Tuttle and Buckleys plat of Anacortes,

Skagit Co., Wash.'

Assessor's Property Tax Parcel or Account Number:

P60459

Reference Numbers of Documents Assigned or Released:

20070677200060

Prepared By: Wells Fargo Bank, N.A. LAURA CAIN DOCUMENT PREPARATION 18700 NW WALKER RD #92 **BEAVERTON, OREGON 97006** 866-537-8489

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State of	Washington	{Space Al	bove This Line For Record	ing Data}
Account Number:	651-651-8814686-199	)8		Reference Number: 20070677200060

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

This Modification Agreement (this "Agreement") is made this 24TH DAY OF APRIL, 2007, between Wells Fargo Bank, N.A. (the "Lender") and ERIK L. BOWMAN AND DULCIE A. BOWMAN, 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 September 16, 2005, in the original maximum principal amount of \$ 25,000.00. 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. 200510140106 (the "Security Instrument"), and covering real property located at 3933 W. 12TH ST, ANACORTES, WASHINGTON 98221 (the "Property") and described as follows:

LOTS 4 THROUGH 20, BLOCK 16, 'TUTTLE AND BUCKLEYS PLAT OF ANACORTES, SKAGIT CO., WASH.', AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 \$75,000.00 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

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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 FOUR HUNDRED NINETY THOUSANDTHS OF ONE PERCENTAGE POINT (0.490 %) 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.

Borrower ERIK L BOWMAN

(Seal)

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2) JM	(Seal)
Borrower DULCIE A. BOWMAN	(Sear)
Borrower	(Seal)
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Borrower	(Seal)
Borrower	
Borrower	(Seal)
Borrower	(Seal)
Borrower	(Seal)
Wells Fargo Bank, N.A.	
By: Jeffy Hauser (Seal)  Its: Operations Processor	
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FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Tregen)	
COUNTY OF Jushington) ss.	
,	
On this	pefore me, a <u>Notary Public</u> in and
for said county personally appeared     anii   Tails	to me personally known, who being by
me duly (sworn or affirmed) did say that that person is AN	of said association, that (the
seal affixed to said instrument is the seal of said or no seal h	
instrument was signed and sealed on behalf of the said associati	
	of said instrument to be the voluntary act and deed of
said association by it voluntarily executed.	•
Denna West	OKEGON
Notary Public	State of
My commission expires: $\frac{1}{13}$ $\frac{700}{700}$	
	OFFICIAL SEAL D'ENNE WEST
	MUTARY PUBLIC - OREGON
	MY COMMISSION EXPIRES NOV. 13, 2007
	2007 - 27d 171E3 NOV. 13, 2007

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## 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 ERIKUBAUMAN and Dukie Bowman
(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 sea
this 27 day of Hpril 2007.
Witness my hand and notarial seal on this the 21 day of April , 2007   Signature   Signature   Notary Public

My commission expires:

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## **ILLEGIBLE NOTARY SEAL DECLARATION**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of Kimberly Notary:	Ann Kane	
^		
Commission n/a Number:	And the second of the second o	
Commission July Expires:	y 19, 2010	
Date & Place of Notary Execution:		Skagit COUNTY, WA
Date & Place of	4/30/2007	
This Execution: _		Washington County, OR
		S AL
		Signature

Revised 7-17-00

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