

POOR ORIGINAL



200712100142

Skagit County Auditor

12/10/2007 Page

1 of

6 10:50AM

After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

DEED OF TRUST MODIFICATION

Trustor(s) ROSA TEMES AN UNMARRIED WOMAN

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 THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: TRACT 150, SKYLINE NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 72, 73 AND 74, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: TR 150, SKYLINE NO. 8, VOL 9, PG 72-74 SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Assessor's Property Tax Parcel or Account Number P59811

Reference Numbers of Documents Assigned or Released



Prepared By:
Wells Fargo Bank, N.A.
DAVID HUGHES
DOCUMENT PREPARATION
2202 W ROSE GARDEN LANE (MAC S
PHOENIX, ARIZONA 85027
877-524-0865

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State of Washington {Space Above This Line For Recording Data}
Account Number: 651-651-0952994-1998 Reference Number: 20072919100134

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

This Modification Agreement (this "Agreement") is made this **9TH DAY OF NOVEMBER, 2007**, between **Wells Fargo Bank, N.A.** (the "Lender") and **ROSA TEMES AN UNMARRIED WOMAN** (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 **November 09, 2006**, in the original maximum principal amount of **\$ 75,000.00**. 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. **200612040090** (the "Security Instrument"), and covering real property located at **4908 HEATHER DRIVE, ANACORTES, WASHINGTON 98221** (the "Property") and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: TRACT 150, SKYLINE NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 72, 73 AND 74, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: TR 150, SKYLINE NO. 8, VOL 9, PG 72-74 SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

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 **\$97,000.00** 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.

WA LOC Modification Agrmt, HCWF#155v18 (01/22/07)



200712100142
Skagit County Auditor

12/10/2007 Page 2 of 6 10:50AM

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 final HUD Settlement Statement 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 the HUD Settlement Statement 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 ROSA TEMES (Seal)


Borrower (Seal)



Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Wells Fargo Bank, N.A.

By: Yvonne Sekten (Seal)

Its: Loan Doc Spec

{ Acknowledgments on Following Pages }

WA LOC Modification Agrmt, HCWF#155v18 (01/22/07)



200712100142
Skagit County Auditor

12/10/2007 Page

4 of

6 10:50AM

FOR NOTARIZATION OF LENDER PERSONNEL

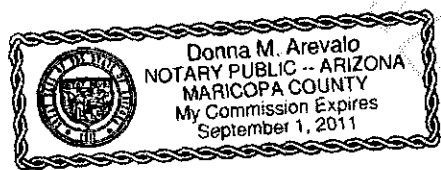
STATE OF Arizona
COUNTY OF Maricopa) ss.

On this 16 day of November, 2007, before me, a Notary public in and for said county personally appeared Donna Selden to me personally known, who being by me duly (sworn or affirmed) did say that that person is Loan Officer 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 Loan Officer acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]
Notary Public

Arizona
State of

My commission expires: Sept 1 2011



WA LOC Modification Agrmt, HCWF#155v18 (01/22/07)

200712100142
Skagit County Auditor

FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

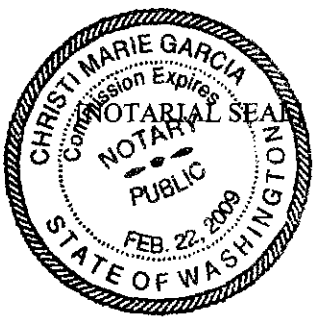
State of Washington

County of Snohomish

On this day personally appeared before me Rosa Temes

(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 9 day of November, 2007.

Witness my hand and notarial seal on this the 9 day of November, 2007



Christi Marie Garcia
Signature
Christi Marie Garcia
Print Name:
Notary Public

My commission expires: Feb. 22, 2009