AFN #2008170102 Recorded 06/05/08 at 10:45 AM DocType: MTGS Filed by: FIRST AMERICAN TITLE INS Page: 1 of 7 Auditor J. Michael Garvison Skamania County,

Prepared By:
Wells Fargo Bank, N.A.
MONICA MORGAN
DOCUMENT PREPARATION
1 HOME CAMPUS
WEST DES MOINES, IOWA 50328
515-324-8081

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING-FACT

State of	Washington	(Space Above This Line For I	Recording Data	•
Account Number:	651-651-9340335-1998	# # T A 1	Reference Numb	er: 20081037500088

## 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 MAY, 2008, between Wells Fargo Bank, N.A. (the "Lender") and THOMAS R VANCE AND SHARON K VANCE, 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 **December 262**, 2005, in the original maximum principal amount of \$ 16,900.00. 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 SKAMANIA County, State of WASHINGTON as document No. 2006161072 (the "Security Instrument"), and covering real property located at 221 BASTROM RD, CARSON, WASHINGTON 98610 (the "Property") and described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20; THENCE SOUTH 939 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 208 FEET; THENCE SOUTH 208 FEET; THENCE WEST 208 FEET; THENCE NORTH 208 FEET TO THE INITIAL POINT. PARCEL NO. 03-08-20-2-1-0405-00.

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 \$30,800.00 and that the lien of the Security Instrument shall secure the line of

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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.

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.

The KCle	(Seal)
THOMAS R VANCE	-Borrower
Shows 1/ance	(Seal)
SHARON K VANCE	-Borrower

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Its: Uf	
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State of Iowa

County of Dallas

On May 28, 2008 before me, Weslie L. Spradling/ Notary Public (here insert name and title of the officer), personally appeared Gerri Laurence-Dunn, Vice President, Wells Fargo Bank N.A.,

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.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

Weslie L. Spradling

Notary Public

My Commission Expires: 09/26/2009

WESLIE L. SPRADLING Commission Number 742954 My Commission Expires September 26, 2009

Notary Acting in Dallas County, Iowa

Notary Public for the state of Iowa, residing in the city of Des Moines

Notary Address: 4200 Park Ave Bldg 1 Apt 28, Des Moines, IA 50321

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FOR NOTARIZATION OF BORROWERS	•
For An Individual/Acting In His/Her Own Right: State of WASHINGTON	
County of <u>SZAMANIA</u>	
On this day personally appeared before me THOWAS R. VANOE AND SHARON K. VAN	OE_
grantors) to me known to be the individual, or individ 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 there this and of May, 2008.	ein mentioned. Given under my hand and official sea
Witness my hand and notarial seal on this the 2344	lay of MAN, ZUB Signature
[NOTARIAL SEAL]  [NOTARIAL SEAL]	Print Name!  Notary Public
NOTARY SEL	
F WASHINGTON	
My commission expires: 4/9///	~ ( ) ~

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**EXHIBIT "A"** 

## **LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20; THENCE SOUTH 939 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 208 FEET; THENCE SOUTH 208 FEET; THENCE WEST 208 FEET; THENCE NORTH 208 FEET TO THE INITIAL POINT. PARCEL NO. 03-08-20-2-1-0405-00.

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221 BASTROM RD; CARSON, WA 98610

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MODIFICATION AGREEMENT

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## After Recording Return To:

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING-FACT

> 14557486 (062/ DEED OF TRUST MODIFICATION

Trustor(s) THOMAS R VANCE AND SHARON K VANCE, 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 A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20; THENCE SOUTH 939 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 208 FEET; THENCE SOUTH 208 FEET; THENCE WEST 208 FEET; THENCE NORTH 208 FEET TO THE INITIAL POINT. PARCEL NO. 03-08-20-2-1-0405-00.

Abbru Legal-NWKI NEKI SEC 20 TON ROF WM

Assessor's Property Tax Parcel or Account Number 03082021040500

Reference Numbers of Documents Assigned or Released