AFN #2010177030 Recorded 12/06/10 at 10:30 AM DocType: MTGS Filed by: AMERICAN TITLE INC Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

After recording, return recording information to: 201010 211563

American Title, Inc.
PO Box 641010

Omaha, NE 68164-1010

## **DEED OF TRUST MODIFICATION**

Trustor(s) JON K. MORRILL AND ANGELA R. MORRILL, A MARRIED COUPLE

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 ABBREVIATED LEGAL: LOT 1 & 2, MORRILL S.P., BK 3, PG 385.

Assessor's Property Tax Parcel or Account Number 03091130040100

Reference Numbers of Documents Assigned or Released 2009173005

AFN #2010177030 Page: 2 of 6

Prepared By:
Wells Fargo Bank, N.A.
LISA GILL
DOCUMENT PREPARATION
1 HOME CAMPUS
DES MOINES, IOWA 50328
866-537-8489

After recording, return recording information to:
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

State of	Washington	{Space Above This Line Fo	or Recording Data}	
Account Number:	650-650-9210972-199	8	Reference Numb	er: 20102789700003

## 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, 2010, between Wells Fargo Bank, N.A. (the "Lender") and JON K. MORRILL AND ANGELA R. MORRILL, A MARRIED COUPLE (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 May 14, 2009, in the original maximum principal amount of \$ 100,000.00. 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 NA at page(s) NA of the County of SKAMANIA County, State of WASHINGTON as document No. 2009173005 (the "Security Instrument"), and covering real property located at 1201 JESSUP RD, COOK, WASHINGTON 98605 (the "Property") and described as follows:

## ABBREVIATED LEGAL: LOT 1 & 2, MORRILL S.P., BK 3, PG 385.

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 \$107,000.00 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.

WA LOC Modification Agrmt, HCWF#155v18 (11/15/2008)

AFN #2010177030 Page: 3 of 6

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.

-Borrowe
-Borrowe

Wells Fargo Bank, N.A.

By: Med (Seal)
ts: Hear Drumer tation

WA LOC Modification Agrmt, HCWF#155v18 (11/15/2008)

AFN #2010177030 Page: 4 of 6

\_{Acknowledgments on Following Pages\_

AFN #2010177030 Page: 5 of 6

STATE OF MONTANA

COUNTY OF MONTANA

On this 1214 day of Montana and for said county personally appeared Chert Chec to me personally known, who being by me duly (sworn or affirmed) did say that that person is Wirland county personally 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 for tome personally known, who being by me duly (sworn or affirmed) did say that that person is Wirland to 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 association by it voluntarily executed.

Notary Public

My commission expires:

3. 1. 2044

REINA CADY
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 01, 2014

AFN #2010177030 Page: 6 of 6

## FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right: State of Oregon

County of Hood River

On this day personally appeared before me Angela R MOYY . 11 and

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<sup>11</sup> day of <u>November</u>, 20 10.

Witness my hand and notarial seal on this the 4th day of November, 2010

[NOTARIAL SEAL]

Print Name: Brian Scott Crosswhite Notary Public



My commission expires: 02 23 2014