Doc # 2004155627

Page 1 of 5

Date: 12/16/2004 02:16P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

Thanger spino change in taxation

Fee: \$23.08

Loan No. 6541957996

Dennis Davis Wells Fargo N.A. 18700 NW Walker Rd. Bld 92 Beaverton, OR 97006

Attn: Subordination Dept.

MACP 6051-019 50 126 886

MORTGAGE MODIFICATION AND SUPPLEMENT AGREEMENT

This Agreement made and entered into by and between Bonnie L. Johnson, as tenants by entirety, hereinafter referred to as "Mortgagors" and Wells Fargo, N.A. which has an office located at 18700 NW Walker Rd, Bld 92, Beaverton, OR 97006, hereinafter referred to as "Mortgagee;"

WITNESSETH:

WHEREAS, Mortgagors and Wells Fargo as the Lender, on the 11th day of March. 2002, entered into a certain Deed of Trust instrument (the "Mortgage") securing a note in the principal sum of \$84,700 and no/100 (\$) (the "Note"), which Deed of Trust was recorded on March 18, 2002 as instrument No. 144050 Book 221 pg. 822 of the Skamania County Land Records, State of Washington, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original legal description)

Commencing at the intersection of the centerline of Frank-Johns Road and the Division Line of the Shepard D.L.C. in the Southwest quarter of Section 36, Township 3 North, Range 7 1/2 East, of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 26 10' 33" East along said center line a distance of 88 feet; thence South 64 04' West to the Center of Kanaka Creek; thence upstream along the center of said creek to its intersection with the East line of Strawberry Loop Road in Section 36, Township 3 North, Range 7 East; thence northerly along the East line of said Strawberry Loop Road to its intersection with the said division line of the Shepard D.L.C.; thence East along said division line 330 feet more or less, to the point of beginning,

WHEREAS, the Mortgagors wish to amend the above legal description by adding additional property and therefore substituting the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

(Revised legal description)

Johnson to Selstad

A sliver of land located within the SE 1/4SE 1/4 Section 36 Township 3 North, Range 7 East and the SW 1/4SW1/4 Section 36, Township 3 North Range 7 1/2 East, W.M.; in the City of Stevenson, County of Skamania and State of Washington and described more particularly as follows:

Commencing at the intersection of the South line of Stevenson Park Addition as shown on the map thereof recorded in Book A at Page 38 of Plats with the centerline of Frank Johns Road, thence along said center line s 26 10'33"E, 88 feet to the point of beginning; thence S 64 06'02"W, 153.02 feet; thence N 61 00' 06"E, 153.21 feet to said centerline thence S26 10'33"E, 8.28 feet to the point of beginning.

Selstad to Johnson

A sliver of land located within the SE 1/4SE 1/4 Section 36 Township 3 North, Range 7 East and the SW 1/4 SW1/4 Section 36, Township 3 North Range 7 1/2 East, W.M.; in the City of Stevenson, County of Skamania and State of Washington and described more particularly as follows:

Commencing at the intersection of the South line of Stevenson Park Addition as shown on the map thereof recorded in Book A at Page 38 of Plats with the centerline of Frank Johns Road, thence along said center line s 26 10'33"E, 88 feet to the point of beginning; thence S 64 06'02W, 153.02 feet to the point of beginning; thence continuing along said line. S64 06'02"W, 132.88 feet to centerline of Kanaka Creek; thence continuing along the centerline of Kanaka Creek S 25 06'05" E. 7.20 feet; thence N61 00'06"E, 133.17 feet to the point of beginning.

(see attached map)

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by Mortgagee is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Revised Legal Description.

In addition, the parties hereto agree to the following:

- 1. Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Deed of Trust. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.
- 2. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.

- 4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Deed of Trustee and any insurer of the title to the property described in the Revised Legal Description or the lien of the Deed of Trust thereon.
- 5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Deed of Trust" shall be construed to mean mortgage, deed of trust, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The "Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
- 6. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.
- Mortgagor shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Mortgage subsequent to the recordation of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

My Commission Expires July 1,2004

Attest Butterized Sigher STATE OF **COUNTY OF** The foregoing instrument was acknowledged before me on this 26 day of 2004 by OFFICIAL SEAL MAURINE MILLER Notary Public My Commission Expires Witnesses "Mortgagors" STATE OF WASHINGTON COUNTY OF SLAMPNIA The foregoing instrument was acknowledged before me on this _____day of November , 2004 by AMY ALILE **AMY PRICE** Notary Public

NOTARY PUBLIC

STATE OF WASHINGTON My Commission Expires JULY 1, 2006 SITE MAP

SURVEY FOR

BONNIE JOHNSON & KEITH LIGGETT

SKAMANIA CO., WASHINGTON

#1919

₱ 2003

KW.



..ABI

ABBRIDATS CERTIFICATE

ned for record this 4th day of August 2003 of 1231 point out 2 at suppress at page 46.7 mg 1997100

of the request of Trantow Surveying.

Mideral Tarnon by Jaing Rounty Meputy