Doc # 2004155628

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Date: 12/16/2004 02:17P

Filed by: SKAMANIA COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

The Wisho change in taxation

CMB 63 A 20an No. 00008036044520

Record and Return to: Shelley Friedman Chase Home Finance Attn: Legal Department, Floor 2 4915 Independence Pkwy Tampa, FL 33615-7503

Scp 26886

## 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 Chase Manhattan Bank USA, N.A. which has an office located at 4915 Independence Pkwy, Floor 2, Tampa, FL 33634-7503, hereinafter referred to as "Mortgagee;"

### WITNESSETH:

WHEREAS, Mortgagors and Chase as the Original Lender, on the 18<sup>th</sup> day of Jan. 2000, 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 Jan, 24, 2000 as instrument No. 137256 Book 196 pg. 209 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

(original legal )

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 centerline 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 Strawherry 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.

EXCEPT Public Roads.

Johnson to Selstad-The following described property is to be ADDED to the Original Legal 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

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 10333"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- The following described property is to be RELEASED from Original Legal 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 06'02'W, 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:

- 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.
- 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.

- 3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
- 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.
- 7. 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.

### Chase Manhattan Bank USA, N.A.

By Jal Whitaker, Assistant Sec.

Ann-Marie Vess, Assistant Vice Pres.

STATE OF FLORIDA COUNTY OF Hillsborough

On this 20 day of October 2004, before me, personally appeared , as Assistant Vice President and Gail Whitaker , as Assistant Secretary of Chase Manhattan Bank USA, N.A. and executed this Mortgage Modification Agreement and Supplement to Deed of Trust on behalf of such corporation. They are personally known to me.

`/\*Ann-Marie Vess

Notaty Public: Shelley T. Friedman My Commission Expires: April 16, 2007 SHELLEY T. FRIEDMAN
MY COMMISSION # DD 203830
EXPIRES: April 16, 2007
Bonded Thru Notary Public Underwriters

Witnesses

STATE OF Washington 55 COUNTY OF Skamania

The foregoing instrument was acknowledged before me on this  $\frac{28^{11}}{1000}$  day of

Deoken ber, 2004 by

Notary Public

My Commission Expires July 1,2006

AmyPrice

AMY PRICE
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
JULY 1, 2006

"Mortgagor

NC# 2004155628 Page 4 of 5 SITE MAP

TRANTOW SURVEYING, INC. 412 W. Jefferson-POB 287
Bingen, WA 38505-0287
Ph 509/493-3111 Fx 509/493-4309
er of Land Surveyor's Assoc. of Washington

SURVEY FOR

BONNIE JOHNSON

& KEITH LIGGETT

SKAMANIA CO., WASHINGTON

#1919

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Utility pole

Fence post Cedar tree

AUDITOR'S CERTIFICATE Filed for record this 4th day of August 2003 of 12:31 pm in Book 3 of SURVEYS of Page 467, AFR 149700

at the request of Trantow Surveying