Occ # 2007166702
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Date: 06/29/2007 11:09A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.00

Record and Return to: Chase Legal Department 4915 Independence Pkwy, Floor 2 Tampa, FL 33634-7503 Attn: Grace Stevens Chase Loan No: 1977985710

29524

MORTGAGE MODIFICATION AND SUPPLEMENT AGREEMENT

This Agreement made and entered into by and between KENNETH J WIEMAN, an unmarried man and ANNA IRENE PETERSON, an unmarried woman, hereinafter referred to as "Mortgagors" and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for JPMORGAN CHASE BANK, 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 MORTGAGE MARKET, INC. as the Original Lender, on the 28TH day of August, 2003, entered into a certain mortgage instrument (the "Mortgage") securing a note in the principal sum of ONE HUNDRED SIXTY SEVEN THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$167,400.00) (the "Note"), which Mortgage was recorded 09/09/2003 in with Book number 249 and Page number 935 in the County of SKAMANIA, State of WASHINGTON, in which Mortgage the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

02-07-02-4-1-0700-00

SEC 2 T2N R7E (See Attached Exhibit "A")

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.

02-07-02-4-1-0700-00

SEC 2 T2N R7E

(See Attached Exhibit "B")

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Mortgage 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 Mortgage 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 Mortgage. The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage.
- 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 Mortgage 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 Mortgage.
- 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 Mortgage, 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 Mortgage and the lien of said Mortgage 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 Mortgagee and any insurer of the title to the property described in the Revised Legal Description or the lien of the Mortgage 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 "Mortgage" 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 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.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for JPMORGAN CHASE BANK, N.A.

Attest

By: Many 1251 Mayra Rodfiguez: Assistant

Charita Raganas: Assistant Secretary

STATE OF FLORIDA **COUNTY OF HILLSBOROUGH**

On this 23rd day of MAY, 2007, before me, personally appeared Charita Raganas, as Assistant Secretary and Mayra Rodriguez, as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for JPMORGAN CHASE BANK, N.A. and executed this Mortgage Modification and Supplement Agreement on behalf of such corporation. They are personally known to me.

Notary Public:

Grace Stevens

My Commission Expires:

10/04/09



"Mortgagor"

Witness

STATE OF Washing COUNTY OF 5KG

The foregoing instrument was acknowledged before the on this 2005 by Kenneth J. Wieman

Notary Public: Ju

My Commission Expires:

EXHIBIT 'A'

A tract of land located in the Daniel Baughman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at a point on the East line of the said Section 2 South 334.67 feet from the intersection of the North line of the Baughman D.L.C. aforesaid with the East line of the said Section 2; thence South 77°25 minutes West 691.56 feet; thence South 23°45 minutes East 76.35 feet; thence South 52°22 minutes East 187.35 feet; thence North 77°25 minutes East to intersection with the East line of the said Section 2; thence North along the East line of the said Section 2 to the point of beginning.

EXHIBIT 'B'

PARCEL I

A tract of land located in the Daniel Baughman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at a point on the East line of the said Section 2 South 334.67 feet from the intersection of the North line of the Baughman D.L.C. aforesaid with the East line of the said Section 2; thence South 77°25 minutes West 691.56 feet; thence South 23°45 minutes East 76.35 feet; thence South 52°22 minutes East 187.35 feet; thence North 77°25 minutes East to intersection with the East line of the said Section 2; thence North along the East line of the said Section 2 to the point of beginning.

Except that portion conveyed to Life-Kind, LLC. By instrument recorded in Auditor File No. 2006163854. Fre Express Boundary Live Adj. Agrost.

PARCEL II

Beginning at a point on the East line of Section 2, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, State of Washington, South 00°01'00" East 558.87 feet from the intersection of the Baughman D.L.C. and said East Line; thence South 77°28'32" West 177.79 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "Bell Design 11873" and the True Point of Beginning; thence South 24°38'24" West 29.34 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "Bell Design 11873"; thence Southwesterly 11.78 feet along a curve to the right having a radius of 15.00 feet, a central angle of 45°00'00" and a chord of South 47°08'24" West 11.48 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "Bell Design 11873"; thence Westerly 11.78 feet along said curve having a radius of 15.00 feet, a central angle of 45°00'00" and a chord of North 87°51'36" West 11.48 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "Bell Design"; thence North 65°21'36" West 43.49 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "Bell Design" set on the original property line; thence North 77°28'32" East along said line 73.40 feet to the True Point of Beginning.