

After recording return to

Washington Mutual Bank
PO Box 346
Release/Reconveyance Dept.
Houston, TX 77001-0346

**PARTIAL RELEASE AND
MODIFICATION AGREEMENT
REGARDING DEED OF TRUST**

Loan # 156-0026157131

Reference No. of
Related Document:

Instrument No. 136304: Book 193, Page 296

Grantor (Borrower):

DENNIS J. KAMSTRA and CATHLEEN
L. KAMSTRA

Grantee (Lender/
Beneficiary):

WASHINGTON MUTUAL BANK

Trustee:

SKAMANIA COUNTY TITLE
COMPANY, a Washington Corporation

Legal Description
(abbreviated):

NW 1/4 , Sec. 11, T1N, R5E

Add'l Legal on:

Exhibits "A", "B", and "C" attached hereto

Assessor's Tax
Parcel No:

01-05-11-2-0-0304-00

EFFECTIVE DATE:

April 17, 2007

PARTIES:

WASHINGTON MUTUAL BANK, hereinafter referred to as "WAMU".

DENNIS KAMSTRA and CATHLEEN L. KAMSTRA, husband and wife, hereinafter collectively referred to as "KAMSTRA".

RECITALS

WHEREAS, WAMU lent KAMSTRA the principle sum of Four Hundred Fifty Five Thousand and 00/100 dollars (U.S. \$455,000.00) on or about September 2, 1999; and

WHEREAS, the security for said loan was real property located in Skamania County, Washington, on which the personal residence of KAMSTRA was constructed; and

WHEREAS, WAMU'S security interest in said real property was established in that certain Deed of Trust, executed on September 2, 1999, by KAMSTRA, as Grantor, to SKAMANIA COUNTY TITLE COMPANY, as Trustee, and with WAMU as beneficiary (hereinafter referred to as "Deed of Trust"), which Deed of Trust was recorded with the Skamania County Auditor, under Auditor File No. 136304, in book 193, page 296, records of Skamania County, Washington on September 17, 1999; and

WHEREAS, on or about July 26, 2004, KAMSTRA and KAMSTRA'S neighbors, DAVID L. WILLIAMS and PENNY L. WILLIAMS, husband and wife, (hereinafter collectively referred to as "WILLIAMS"), entered into a boundary line adjustment regarding real property owned by each respective party, under the terms of which, a small portion of the real property constituting a portion of the security under the Deed of Trust was conveyed by KAMSTRA to WILLIAMS, with a correspondingly small portion of real property being conveyed by WILLIAMS to KAMSTRA, in a fair and equal exchange; and

WHEREAS, the QUIT CLAIM BOUNDARY LINE ADJUSTMENT DEED by which KAMSTRA conveyed the small portion of real property to WILLIAMS was recorded with the Skamania County Auditor, under Auditor File No. 2004153846, and the QUIT CLAIM DEED—BOUNDARY LINE ADJUSTMENT by which WILLIAMS conveyed the corresponding small portion of real property to KAMSTRA was recorded with the Skamania County Auditor, under Auditor File No. 2004153845; and

WHEREAS, it is necessary that the small portion of real property conveyed by KAMSTRA to WILLIAMS be released from Deed of Trust, in order for WILLIAMS to have free and clear title to said real property, not encumbered by the Deed of Trust; and

EFFECTIVE DATE:

April 17, 2007

PARTIES:

WASHINGTON MUTUAL BANK, hereinafter referred to as "WAMU".

DENNIS KAMSTRA and CATHLEEN L. KAMSTRA, husband and wife, hereinafter collectively referred to as "KAMSTRA".

RECITALS

WHEREAS, WAMU lent KAMSTRA the principle sum of Four Hundred Fifty Five Thousand and 00/100 dollars (U.S. \$455,000.00) on or about September 2, 1999; and

WHEREAS, the security for said loan was real property located in Skamania County, Washington, on which the personal residence of KAMSTRA was constructed; and

WHEREAS, WAMU'S security interest in said real property was established in that certain Deed of Trust, executed on September 2, 1999, by KAMSTRA, as Grantor, to SKAMANIA COUNTY TITLE COMPANY, as Trustee, and with WAMU as beneficiary (hereinafter referred to as "Deed of Trust"), which Deed of Trust was recorded with the Skamania County Auditor, under Auditor File No. 136304, in book 193, page 296, records of Skamania County, Washington on September 17, 1999; and

WHEREAS, on or about July 26, 2004, KAMSTRA and KAMSTRA'S neighbors, DAVID I. WILLIAMS and PENNY L. WILLIAMS, husband and wife, (hereinafter collectively referred to as "WILLIAMS"), entered into a boundary line adjustment regarding real property owned by each respective party, under the terms of which, a small portion of the real property constituting a portion of the security under the Deed of Trust was conveyed by KAMSTRA to WILLIAMS, with a correspondingly small portion of real property being conveyed by WILLIAMS to KAMSTRA, in a fair and equal exchange; and

WHEREAS, the QUIT CLAIM BOUNDARY LINE ADJUSTMENT DEED by which KAMSTRA conveyed the small portion of real property to WILLIAMS was recorded with the Skamania County Auditor, under Auditor File No. 2004153846, and the QUIT CLAIM DEED—BOUNDARY LINE ADJUSTMENT by which WILLIAMS conveyed the corresponding small portion of real property to KAMSTRA was recorded with the Skamania County Auditor, under Auditor File No. 2004153845; and

WHEREAS, it is necessary that the small portion of real property conveyed by KAMSTRA to WILLIAMS be released from Deed of Trust, in order for WILLIAMS to have free and clear title to said real property, not encumbered by the Deed of Trust; and

WHEREAS, it is necessary that the small portion of real property conveyed by WILLIAMS to KAMSTRA be added to the real property constituting the security for the loan from WAMU to KAMSTRA, under the terms of the Deed of Trust;

NOW, THEREFORE, in consideration of the mutual benefits and advantages of this agreement to the parties hereto, it is agreed as follows:

1. WAMU does hereby agree to release the real property legally described on Exhibit "A", attached hereto and incorporated herein by reference, from the Deed of Trust, so that WILLIAMS will have free and clear title to said real property. In order to effectuate said release from the lien of the Deed of Trust, the parties hereto agree that this Agreement shall constitute WAMU'S Request for Partial Reconveyance, directed to SKAMANIA COUNTY TITLE COMPANY, as follows:

The undersigned beneficiary, WASHINGTON MUTUAL BANK, is the legal owner of the promissory note in the original sum of \$455,000, secured by that certain Deed of Trust dated September 2, 1999, in which SKAMANIA COUNTY TITLE CORPORATION, a Washington Corporation, is Trustee, and DENNIS KAMSTRA and CATHLEEN L. KAMSTRA, husband and wife, is Grantor, recorded on September 17, 1999, under Document number 136304, book 193 at page 296, records of Skamania County, Washington.

You are requested to reconvey, without warranty, to the persons entitled thereto, the right, title or interest now held by you thereunder in and to that portion of the real property described in said Deed of Trust, situated in Skamania County, Washington, the legal description of which is set out on exhibit "A", attached hereto and incorporated herein by reference.

2. As a result of the execution of said Request for Partial Reconveyance, it is understood and agreed by the parties hereto that the real property described on Exhibit "A" will no longer be subject to the Deed of Trust, at such time as SKAMANIA COUNTY TITLE COMPANY has executed the Deed of Partial Reconveyance and said Deed of Partial Reconveyance has been recorded with the Skamania County Auditor.

3. To replace the real property being released by WAMU from the terms of the Deed of Trust, KAMSTRA does hereby agree that the real property conveyed to KAMSTRA by WILLIAMS, the legal description of which is set out on Exhibit "B", attached hereto and incorporated herein by reference, shall constitute additional real property security under the terms of the Deed of Trust, such that the total real property constituting the real property security under said Deed of Trust, to secure the payment of all amounts owed by KAMSTRA to WAMU, shall be made up of all real property subject to the Deed of Trust when said Deed of Trust was originally recorded with the Skamania County Auditor, less the real property described on Exhibit "A", attached hereto and incorporated herein by

EXHIBIT "A"

Real Property located in Skamania County, Washington, the legal description of which is as follows:

Beginning at a point on the North Boundary of Old Vancouver Cascades Road, now called Riverside Drive, said POINT OF BEGINNING 1793.7 feet South and 2771.2 feet West of the Northeast corner Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; then North $21^{\circ} 47'$ East 54.6 feet; thence North $44^{\circ} 31'$ West 451.4 feet; thence North $83^{\circ} 45'$ West 61.8 feet; thence South $65^{\circ} 41'$ West 24.3 feet; thence South $83^{\circ} 45'$ East 62.38 feet; thence South $44^{\circ} 31'$ East 455.53 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Real Property located in Skamania County, Washington, the legal description of which is as follows:

Beginning at a point on the North Boundary of Old Vancouver Cascades Road, now called Riverside Drive, and said POINT OF BEGINNING 1793.7 feet South and 2771.2 feet West of the Northeast corner Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South $21^{\circ}47'$ West 50.1 feet; thence West 235.5 feet; to said POINT OF BOUNDARY ADJUSTMENT BEGINNING; thence West 130.0 feet; thence North 225.0 feet; thence South $43^{\circ}52'$ East 180.35 feet; thence South 100.0 feet to POINT OF BOUNDARY ADJUSTMENT.

EXHIBIT "C"

Real Property located in Skamania County, Washington, the legal description of which is as follows:

PARCEL I

A tract of land in the Northwest Quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the BEVERLY SHORT PLAT, recorded in Book 3 of Short Plats, Page 223, Skamania County Records.

EXCEPT that portion conveyed to David I. Williams, etux by instrument recorded in Auditors File No. 2004153846.

PARCEL II

A tract of land in the Northwest Quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

That portion of Lot 2 of Beverly Short Plat as recorded in Book 3 of Short Plats, Page 223, which serves as the septic drain field easement for Lot 3 of Beverly Short Plat, recorded in Book 3 of Short Plats, Page 223, Skamania County Records.

PARCEL III

Beginning at a point on the North Boundary of Old Vancouver Cascades Road, now called Riverside Drive, and said POINT OF BEGINNING 1793.7 feet South and 2771.2 feet West of the Northeast corner Section 11 Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South 21°47' West 50.1 feet; thence West 235.5 feet; to said POINT OF BOUNDARY ADJUSTMENT BEGINNING; thence West 130.0 feet; thence North 225.0 feet; thence South 43°52' East 180.35 feet; thence South 100.0 feet to POINT OF BOUNDARY ADJUSTMENT

reference, but to now also include the real property described on Exhibit "B", attached hereto and incorporated herein by reference.

4. A complete legal description of the real property to now be subject to the Deed of Trust is set out on Exhibit "C", attached hereto and incorporated herein by reference.

5. The parties hereto agree that other than the modification discussed herein, concerning the identification of the real property to be no longer subject to the Deed of Trust, and the identification of the real property to be added to the real property to constitute the security for the amounts owed to WAMU, under the Deed of Trust, said Deed of Trust shall remain unchanged.

6. It is agreed that KAMSTRA shall bear the costs of preparation of this Agreement, recording costs and any other costs associated with carrying out the terms and conditions of this Agreement. In addition, KAMSTRA shall arrange for an Endorsement to the Title Policy, to be issued by the same Title Insurance Company which issued the Title Policy in favor of WAMU at the time of the closure of KAMSTRA'S loan in September, 1999, insuring WAMU'S mortgagee's interest in the subject real property, said endorsement to note the deletion of the real property described on Exhibit "A", attached hereto, and the addition of the real property described on Exhibit "B", attached hereto. KAMSTRA shall be responsible for the cost of acquiring this Endorsement.

7. The parties agree that if any other documents are required to be signed to effectuate the terms of this Agreement, they will cooperate in executing such documents in a timely fashion.

DATED this 3 day of FEB, 2007.

Dennis Kamstra
DENNIS KAMSTRA

Cathleen L. Kamstra
CATHLEEN L. KAMSTRA

DATED this 3 day of FEB, 2007.

WASHINGTON MUTUAL BANK

By: Wendy A. Buchner
(Signature)

Wendy A. Buchner
(Printed Name)

Assistant Vice President
(Title)

STATE OF WASHINGTON)
) :ss
County of Clark)

I CERTIFY that I know or have satisfactory evidence that DENNIS KAMSTRA and CATHLEEN L. KAMSTRA, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: FEB 3, 2007

Gina Ditty
(Signature of Notary Public)

Gina Ditty
(Printed Name of Notary Public)

NOTARY PUBLIC for Washington
My commission expires: 5/09

STATE OF South Carolina)
)ss.
County of Florence)

I certify that I know or have satisfactory evidence that Wendy A Buchner signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it, as AVP of Washington Mutual Bank, to be the free and voluntary act of such bank for the uses and purposes mentioned in the instrument.

Catherine Smith
NOTARY PUBLIC
State of South Carolina

Dated: April 17, 2007

Catherine Smith
(Signature of Notary Public)

Catherin Smith
(Printed Name of Notary Public)

NOTARY PUBLIC for South Carolina
My commission expires: 12-29-07