

AFTER FILING RETURN TO:

Aaron M. Rasmussen
P.O. Box 1151
Anacortes, WA 98221-6151



200002290029

Kathy Hill, Skagit County Auditor

2/29/2000 Page 1 of 4 10:17:43AM

Modification of Lease Agreement

PARTIES:

LESSOR:

Aaron M. Rasmussen,

a married man acting in his individual capacity in management of his separate property pursuant to RCW § 26.16.010.

Address:

4010 L Avenue, Unit A
Anacortes, WA 98221

LESSEE:

Peter J. Rasmussen,

a single man.

Address:

2119-24th Street
Anacortes, WA 98221

AFFECTED PROPERTY:

That property commonly known as 2119-24th Street in the City of Anacortes, County of Skagit, Washington, and legally described as follows:

Assessor Parcel/Tax No. 3772-182-006-0000

Lots 4, 5, & 6, Block 182, "Map of the City of Anacortes, Skagit County, Washington" as per plat recorded in Volume 2 of Plats page 4, records of Skagit County,

Subject to: All easements, covenants, restrictions, and reservations of record, if any.

RECITALS:

A. This MODIFICATION OF LEASE AGREEMENT ("modification") is made between the Lessor and Lessee above named. Lessor and Lessee intend that the MODIFICATION herein described shall modify their LEASE AGREEMENT, effective April 1, 1997, which is recorded in the Skagit County Real Property Records, Document No. 9708180070, Book 1697, Page 0546. That LEASE AGREEMENT is hereby incorporated by reference.

B. Lessor and Lessee intend that the terms of this MODIFICATION shall apply retroactively to December 31, 1999.

C. The subject property consists of that area commonly known as 2119-24th Street, Anacortes, Skagit County, Washington, as legally described above.

D. Lessor owns an undivided 50% interest in the premises which Lessor has leased to Lessee since April 1, 1997, pursuant to the above-described LEASE AGREEMENT.

E. Lessee currently resides on the premises, and intends to continue to reside thereon.

F. The LEASE AGREEMENT, together with this MODIFICATION, shall be construed to permit Lessor to remain in full usage and occupation of the premises so long as he desires.

FOR FRESH AND VALUABLE CONSIDERATION RECEIVED IN HAND FROM LESSEE BY LESSOR, THE PARTIES HERETO DO HEREBY MUTUALLY AGREE AS FOLLOWS:

Modified Rent Provision

Lessor and Lessee hereby modify that provision, on Page 2 of the LEASE AGREEMENT, captioned as "Rent", as follows. The provision originally read:

"Lessee agrees to pay Lessor monthly rent as follows: \$150 per month plus all utilities, upkeep, insurance and taxes for the premises. Monthly rental due may be paid monthly, semi-annually or annually."

The provision is hereby modified as follows:

"Lessor and Lessee agree that Lessee shall remain in full usage and occupation of the premises so long as he desires **without payment of rent**. Lessee agrees to pay for all utilities, upkeep, insurance and taxes for the premises."

Effect of Lease Agreement

The parties intend that all provisions of the LEASE AGREEMENT shall remain in full effect, subject to the above modification. Should this MODIFICATION, or any portion thereof, be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of the LEASE AGREEMENT and any remaining portions of this MODIFICATION shall remain in full force and effect unimpaired by the holding.

Binding on Heirs and Successors

The LEASE AGREEMENT, as hereby modified, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

Time of the Essence

Time is expressly declared to be of the essence in this agreement.



PARTIES

LESSOR:

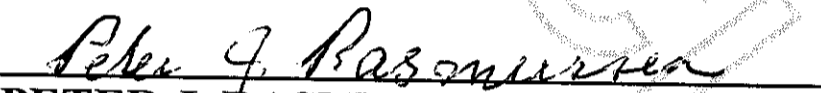
DATE: February 28, 2000.



AARON M. RASMUSSEN

LESSEE:

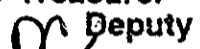
DATE: February 28, 2000



PETER J. RASMUSSEN

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 29 2000

Amount Paid \$ 0
By: Skagit County Treasurer
Deputy 

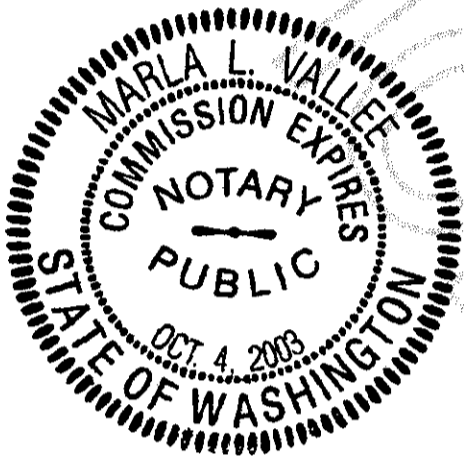


200002290029
Kathy Hill, Skagit County Auditor
2/29/2000 Page 3 of 4 10:17:43AM

STATE OF WASHINGTON)
)ss
County of Skagit)

On this day personally appeared before me **AARON M. RASMUSSEN**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 28th day of February, 2000.



Marla L. Vallee

MARLA L. VALLEE

(print name)

NOTARY PUBLIC in and for the State of Washington, residing at Burlington

My commission expires: 10-04-03

STATE OF WASHINGTON)
)ss
County of Skagit)

On this day personally appeared before me **PETER J. RASMUSSEN**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 28th day of February, 2000.



Marla L. Vallee

MARLA L. VALLEE

(print name)

NOTARY PUBLIC in and for the State of Washington, residing at Burlington

My commission expires: 10-04-03



200002290029

Kathy Hill, Skagit County Auditor

2/29/2000 Page 4 of 4 10:17:43AM