



200801090050

Skagit County Auditor

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6 11:14AM

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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) **MORTGAGE MODIFICATION AGREEMENT**

43200887

Reference Number(s) of related Documents:

Additional reference #'s on page _____ of document

200704030057

Grantor(s) (Last name, first name, initials)

IAN E ELLIS & MARICA J ELLIS, HUSBAND & WIFE

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

CITIBANK, NA

Additional names on page _____ of document.

Trustee

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOT 478, SHELTER BAY DIVISION NO. 3, SKAGIT COUNTY, WASHINGTON.

Additional legal is on page 6 of document

Assessor's Property Tax Parcel/Account Number
assigned P6711

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



LandAmerica Lender Services/OneStop
600 Clubhouse Drive #200
Moon Township, PA 15108
(866)526-3261

Prepared by:
Citibank / Umesha Sharma
11800 Spectrum Center Dr.
Reston, Va 22090

MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107111207059000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 11/26/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and IAN E. ELLIS AND MARCIA J. ELLIS, HUSBAND AND WIFE (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 478 COLVILLE PL, LACONNER, WA 98257-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 04/03/2007, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 200704030057 of the Official Records of SKAGIT county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$100,000.00; and **NEW SECURED LOAN AMOUNT OF \$14,900.00**

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$114,900.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$114,900.00.



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2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.



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LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Ian E. Ellis

11/26/2007

Borrower: IAN E ELLIS

Marcia J. Ellis

11/26/2007

Borrower: MARCIA J ELLIS

Borrower:

Borrower:

Property Owner Who Is Not a Borrower:

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

STATE OF WASHINGTON)SS:
County of Skagit

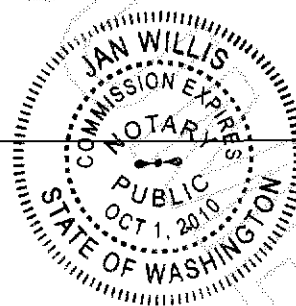
On this day personally appeared before me IAN E ELLIS and MARCIA J ELLIS, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of November, in the year 2007.

Notary Public in and for the State of Washington residing at Mount Vernon
(date commission expires): 10-1-10

IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____
Title



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Citibank, N.A.

By: _____

Monica Bitzer

Name: MONICA BITZER

Title: UNIT MANAGER

STATE OF MISSOURI

}
} SS.
}

COUNTY OF ST. LOUIS

On this 6th day of DECEMBER, in the year 2007, before me personally came MONICA BITZER to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

Christa Francis

Notary Public

My Commission Expires: _____

9/26/09





**MORTGAGE MODIFICATION AGREEMENT
RIDER A - PROPERTY DESCRIPTION**

THE FOLLOWING DESCRIBED PROPERTY IN COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 478, SHELTER BAY DIVISION NO. 3, ACCORDING TO PLAT THEREOF RECORDED, RECORDS OF
SKAGIT COUNTY, WASHINGTON.

PROPERTY ADDRESS: 478 COLVILLE PL

PARCEL ID: P6711



U43200887-010P06

MORTGAGE MODIFIC

US Recordings



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