



200801300071

Skagit County Auditor

1/30/2008 Page

1 of

6 11:55AM

Return Address:
US Recordings
2925 Country Drive
St. Paul, MN 55117

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** 43287758

Reference Number(s) of related Documents:
DOT RECORDED AS 200705030049

Additional reference #'s on page _____ of document

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

JOHNSTON, MITCHELL D

JOHNSTON, ROXIE A

Additional names on page _____ of document.

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

CITIBANK, N.A.

Additional names on page _____ of document.

Trustee

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

TRACT 35, OF THE BURLINGTON ACREAGE PROPERTY, MAP BK 1, MAP PG 49,
SKAGIT COUNTY.

Additional legal is on page 6 of document

Assessor's Property Tax Parcel/Account Number
assigned 3867-000-035-0906

☐ 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 #107110207393000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 11/23/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and MITCHELL D. JOHNSTON AND ROXIE A. JOHNSTON, HUSBAND AND WIFE, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 201 GARDNER N. BURLINGTON, WA 98233-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 05/03/07, 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 200705030049 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 \$75,000.00; and **NEW SECURED LOAN AMOUNT OF \$28,100.00**

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 \$103,100.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$103,100.00.



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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.

Mitchell Johnston 11/23/2007
Borrower: MITCHELL D. JOHNSTON

Roxie Johnston 11/23/2007
Borrower: ROXIE A JOHNSTON

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 MITCHELL D. JOHNSTON and ROXIE A JOHNSTON, 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.

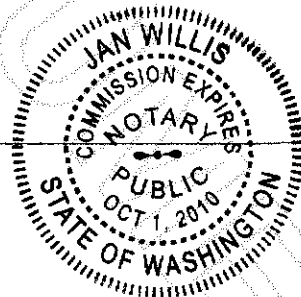
Given under my hand and official seal this 23 day of November, in the year 2007.

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

Jan Willis
Notary Signature

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

By: _____
Title





Citibank, N.A.

By: Monica Bitzer

Name: MONICA BITZER

Title: UNIT MANAGER

STATE OF MISSOURI

COUNTY OF ST. LOUIS

}
} SS:
}

On this 5th 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



NBS-H-MOD-000-XX



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1/2006



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

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SKAGIT AND STATE OF WASHINGTON,
DESCRIBED AS FOLLOWS:

PARCEL "A":

THE SOUTH 82 FEET OF THE EAST 125 FEET OF THE NORTH 184 FEET OF TRACT 35, "PLAT OF THE
BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49,
RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF LYING WITHIN
THE BOUNDARIES OF THE GARDNER ROAD AS THE SAME IS LOCATED AND ESTABLISHED,

PARCEL "B":

THE SOUTH 82 FEET OF THE WEST 24.39 FEET OF THE EAST 149.39 FEET OF THE NORTH 184 FEET OF
TRACT 35, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN
VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ABBREVIATED LEGAL: TRACT 35, OF BURLINGTON ACREAGE PROPERTY, MAP BOOK 1, MAP PAGE
49

PARCEL ID: 3867-000-035-0906

PROPERTY ADDRESS: 201 N GARDNER



U43287758-010P06

MTG MOD/SUD AGRM

US Recordings



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