



200809260036

Skagit County Auditor

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RETURN ADDRESS:

Charles Schwab Bank, N.A.
2001 Bishops Gate Blvd.
Mt. Laurel, New Jersey 08054
Mail Stop: DC
Loan #0039767538
MIN 100020000397675384

ORIGINAL

DOCUMENT TITLE(S) (or transactions contained therein):

1. Modification Agreement to Deed of Trust
- 2.
- 3.

GRANTOR(S): (Last name first, then first name and initials)

1. Kiersky, David J., Trustee
- 2.
- 3.
4. ☐ Additional names are on page _____ of document.

GRANTEE(S): (Last name first, then first name and initials)

1. CHARLES SCHWAB BANK, N.A.
- 2.
- 3.
4. ☐ Additional names are on page _____ of document.

LEGAL DESCRIPTION: (abbreviated: i.e., lot, block, plat or section, township, range)

☒ Additional legal description is attached as Exhibit A of document.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

MORTGAGE RECORDED AUGUST 9, 2007, AUDITOR'S

☐ Additional references (on page _____ of document(s))

#200708090093

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

D122685

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.

After recording please forward to:

Charles Schwab Bank, N.A.
2001 Bishops Gate Blvd.
Mt. Laurel, New Jersey 08054
Mail Stop: DC
Loan #0039767538
MIN 100020000397675384
(877) 766-8244

MODIFICATION AGREEMENT TO DEED OF TRUST

This **Modification Agreement to Deed of Trust** (the "Agreement") is entered into this 28th day of August 2008 by and between David J. Kiersky, Trustee of the David J. Kiersky Living Trust dated February 9, 2001 (the "Borrower"), and Charles Schwab Bank, N.A., a New Jersey corporation (herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain Deed of Trust and applicable riders dated August 9, 2007, made Borrower, as grantor, to Lender recorded on August 9, 2007 in Auditor's No. 200708090093 in the Public Records of Skagit County, State of Washington (the "Security Instrument"), securing a debt evidenced by a promissory note from by Borrower dated August 9, 2007, in the original principal amount of \$658,300.00 (the "Note"), which Security Instrument encumbers the real property more particularly described therein; and "MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, the Mortgagor, being the owner in fee simple of the Property, has requested that Lender modify the Security Instrument and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The last sentence of Section F of the Security Instrument is amended to add the following:



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UNZ
This debt is evidenced by Borrower's note dated the same date as this Security Instrument as modified by the Modification Agreement to Fixed/Adjustable Rate Note dated August 28, 2008 executed by the Borrower and the Lender (collectively, the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2038.

2. As of the date of execution hereof, the terms and conditions of the **FIXED/ADJUSTABLE RATE RIDER** attached to the Security Instrument are deleted in their entirety.
3. The unpaid principal balance due under the Note as of the date of this Agreement is \$300,000.00.
4. To the extent permitted by law, Mortgagor warrants that Mortgagor has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument and that, if any such right or defenses do exist, they are hereby waived and released.
5. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any nonconflicting term or conditions stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided herein, the terms of the Note and the Security Instrument remain in full force and effect.
6. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
7. This Agreement contains the entire agreement of the parties hereto with regard to modification of the Note and Security Instrument and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Mortgagor. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.
8. Simultaneously with the execution hereof, the Borrower has executed and delivered to the Lender a Modification Agreement to Fixed/Adjustable Rate Note (the "Note Modification Agreement"), pursuant to which the Note has been modified. Any reference contained in the Security Instrument or the Note to the Security Instrument or the Note shall hereinafter be deemed to be a reference to the Security Instrument, as amended by this Agreement, and the Note, as amended by the Note Modification Agreement.



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Executed on the date first above written.

CHARLES SCHWAB BANK, N.A.,

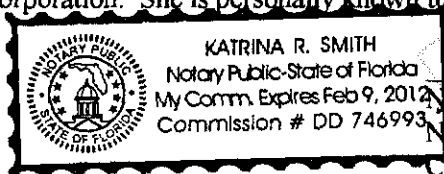
By:

Jorjette C. Witt
Jorjette C. Witt, Assistant Vice President

David J. Kiersky (Seal)
David J. Kiersky, Individually and Trustee of the
David J. Kiersky Living Trust dated February 9, 2001

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of September 2008, by Jorjette C. Witt, Assistant Vice President of Charles Schwab Bank, N.A., a New Jersey corporation. She is personally known to me.



Katrina R. Smith
Notary Public, State of Florida

Commission no.:

My commission expires:

STATE OF WASHINGTON)

COUNTY OF Skagit)

) SS

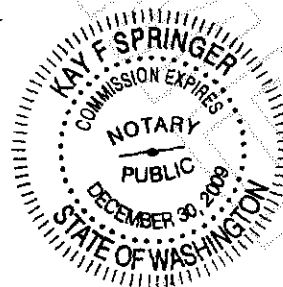
I certify that I know or have satisfactory evidence that David J. Kiersky is/are the person (s) who appeared before me, and said person(s) acknowledged that he/she/they signed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of Sept 2008

Kay F. Springer
Notary Public in and for the State of Washington

Kay F. Springer

Residing at: Anacortes, wa.



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EXHIBIT "A"
Legal Description
Acct # 0039767538

All that part of Lots 11 through 15, Block 280, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington; and all that part of the South Half of the vacated alley in said Block, which lies Westward of a line parallel to and 131.3 feet Eastward of the East line of Avenue "V";

(Also known as Lot D of a Survey recorded under Auditor's File No. 200504060099, records of Skagit County, Washington.)

Situated in Skagit County, Washington.



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