



201102040086
Skagit County Auditor

2/4/2011 Page 1 of 9 2:40PM

When recorded return to:

Craig Sjostrom
1204 Cleveland Ave.
Mount Vernon, Washington 98273

Modification Agreement & Partial Reconveyance

Grantor:

- (1) JP Morgan Chase Bank N.A.
- (2) Scott J. Blau
- (3) Nancy (Blau) Clouser

Grantees:

- (1) JP Morgan Chase Bank N.A.
- (2) Scott J. Blau
- (3) Nancy (Blau) Clouser

Legal Description: ptn Govt. Lot 2 25-36-2

Assessor's Property Tax Parcel or Account No.: P47019; P47020

Reference Nos of Documents Assigned or Released: 200301100034

Record and Return to:
Chase Home Finance
Legal Department/Attn: Priscilla Santana
4915 Independence Parkway, Floor 2
Tampa, Florida 33634

**MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST
AND PARTIAL RECONVEYANCE**

This Agreement made and entered into by Scott J. Blau and Nancy Blau, Husband and Wife hereinafter referred to as "Mortgagors" and First American Title Company as the original Trustee and JPMorgan Chase Bank, N.A., successor in interest from the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank which has an office located at 4915 Independence Parkway, Floor 2, Tampa, Florida 33634, hereinafter referred to as "Mortgagee;"

WITNESSETH:

WHEREAS, Mortgagors and Washington Mutual Bank as the Original Lender, on the 6th day of January, 2003, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of Fifty Four Thousand Three Hundred Seventy Five and no/100 (\$54,375.00) (the "Note"), which Deed of Trust was recorded on January 10, 2003, Instrument # 200301100034, in Skagit County Auditor, Washington, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original legal description)
See attached Exhibit "A"

WHEREAS, Mortgagors wish to adjust the property lot lines and therefore amend the above legal description by substituting therefore the following legally described property (the "Revised Legal Description") and Mortgagors and Mortgagee have agreed to such amendments.

(Revised legal description)
See attached Exhibit "B"

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust now held by Deed of Trust is a valid, first and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land securing said Deed of Trust is amended from the Original Legal Description to the Revised Legal Description. In addition, the parties hereto agree to the following:

1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.

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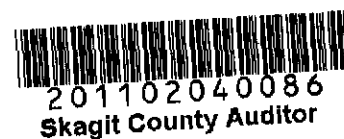


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Skagit County Auditor

2. **Mortgagee hereby releases any property described in the Original Legal Description which is not described in the Revised Legal Description from the lien of the Mortgage.** The Mortgage will encumber the property described in the Revised Legal Description as if such property had originally been described in the Mortgage
3. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Mortgagors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.
4. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Mortgagors acknowledge to be a valid and existing first lien against the real property described in the Revised Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.
5. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Mortgagors, all of which shall remain in force and inure to the benefit of the Deed of Trust and any insurer of the title to the property described in the Revised Legal Description or the lien of the Deed of Trust thereon.
6. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to the Mortgagee or assigned and/or endorsed to the Mortgagee; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include such instrument, whether originally made and delivered to the Mortgagee as mortgagee, or made and delivered to some other mortgagee and purchased by the Mortgagee and now owned by the Mortgagee by virtue of any assignment to it. The

"Mortgagors" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
7. Mortgagors shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Mortgagee's policy of title insurance, insuring the continued first priority lien of the Deed of Trust



subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions, and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

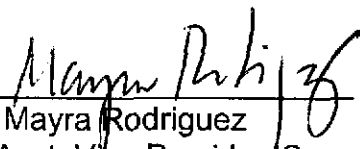
This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

BENEFICIARY:

JPMorgan Chase Bank, N.A., successor in interest from the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank


Attest:

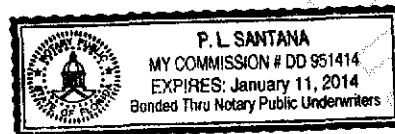

Mayra Rodriguez
Asst. Vice President Secretary

BY: 
Charita A. Raganas
Asst. Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 3rd day of August, 2010, before me, personally appeared Charita A. Raganas, as Assistant Vice President and Mayra Rodriguez, as Assistant Vice President of JPMorgan Chase Bank, N.A., successor in interest from the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank and executed this Modification Agreement Supplement to Deed of Trust and Partial Reconveyance on behalf of such corporation. They are personally known to me.


Notary Public: Priscilla L. Santana
My Commission Expires: 1/11/2014



UNOFFICIAL INSTRUMENT

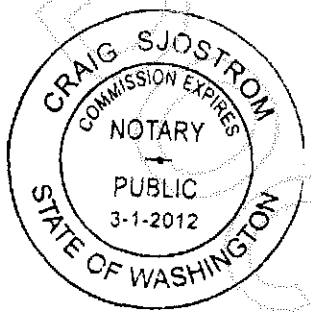
Scott J. Blau
Scott J. Blau

~~"Mortgagors"~~
~~Nancy Blau~~ See next page

STATE OF Washington
COUNTY OF Skagit

The foregoing instrument was acknowledged before me on this 15 day of Dec., 2010, by Scott J. Blau and ~~Nancy Blau.~~

Craig Sjostrom
Notary Public
My Commission Expires



"Mortgagors"

Nancy Blau "Clouser"
Nancy Blau

Scott J. Blau

STATE OF Oregon
COUNTY OF Washita

The foregoing instrument was acknowledged before me on this 9th day of January, 2011, by Scott J. Blau and Nancy Blau.

Diana Fogg
Notary Public
My Commission Expires 6/15/2012



EXHIBIT "A"

File Number: B71840

Policy Number: CW-5605318

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at a point 400 feet East and 958.02 feet North of the Southwest corner of said Lot 2, said point being the Northwest corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77; thence North 84 degrees 16' East 310 feet, more or less, to a point 50 feet Westerly from the Northwest corner of a tract conveyed to Samish Island Community Center, Inc., and the true point of beginning; thence South 200 feet; thence South 84 degrees 16' West 100 feet; thence North 200 feet; thence North 84 degrees 16' East 100 feet to the point of beginning;

TOGETHER WITH that portion of Government Lot 2, Section 25, Township 36 North, Range 2 East, described as follows:

Commencing at a point 400 feet East and 958.02 feet North of the Southwest corner of said Lot 2, said point being the Northwest corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77; thence North 84 degrees 16' East, a distance of 210 feet, more or less, to the Northwest corner of that certain tract of land conveyed to Scott Blau and Nancy Blau by deed filed as Auditor's File No. 200008280044 and the point of beginning of this description; thence South 84 degrees 16' West, a distance of 50 feet; thence South, a distance of 300 feet to a point that is 100 feet distant Westerly from the Southwest corner of and on the Westerly projection of the South line of that certain tract of land conveyed to Eric Peter Nordlund and Megan E. Nordlund by deed filed as Auditor's File No. 8901250038; thence North 84 degrees 16' East, a distance of 100 feet to the Southwest corner of said Nordlund Tract; thence North along the West line of said Nordlund Tract, a distance of 100 feet to the South line of said Blau Tract; thence South 84 degrees 16' West, a distance of 50 feet to the Southwest corner of said Blau Tract; thence North along the West line of said Blau Tract, a distance of 200 feet to the point of beginning of this description.



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Skagit County Auditor

Skagit
Surveyors & Engineers

806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

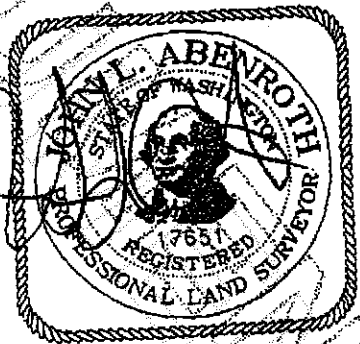
LEGAL DESCRIPTION
FOR
WILLIAM AND JOYCE DEWEY
ASSESSOR'S PARCEL P47019 (BLAU)
AFTER ADJUSTMENT

March 23, 2009

Those portions of Government Lot 2, Section 25, Township 36 North,
Range 2 East, W.M. described as follows:

Commencing at a point 400 feet east of the southwest corner of said Lot 2, said point being the southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77; thence north, a distance of 958.02 feet; thence N 84°16' E, a distance of 310 feet, more or less, to a point 50 feet westerly from the northwest corner of a tract conveyed to Samish Island Community Center, Inc. and the point of beginning of this description; thence South, a distance of 200 feet; thence S 84°16' W, a distance of 100 feet; thence North, a distance of 200 feet; thence N 84°16' E, a distance of 100 feet to the point of beginning of this description;

TOGETHER WITH commencing at a point 400 feet east of the southwest corner of said Lot 2, said point being the southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77; thence north, a distance of 958.02 feet; thence N 84°16' E, a distance of 210 feet, more or less, to the northwest corner of that certain tract of land conveyed to Scott Blau and Nancy Blau by deed filed as AF#200008280044 and the point of beginning of this description; ✓ thence S 84°16' W, a distance of 50 feet; thence South, a distance of 300 feet to a point that is 100 feet distance westerly from the southwest corner of and on the westerly projection of the south line of that certain tract of land conveyed to Eric Peter Nordlund and Megan E Nordland by deed filed as AF#8901250038; thence N 84°16' E, a distance of 100 feet to the southwest corner of said Nordlund tract; thence North along the west line of said Nordlund tract, a distance of 100



4/2/09

EXHIBIT B



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Skagit
Surveyors & Engineers

805 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

feet to the south line of said Blau tract; thence S 84°16' W, a distance of 50 feet to the southwest corner of said Blau tract; thence North along the west line of said Blau tract a distance of 200 feet to the point of beginning of this description;

TOGETHER WITH the west 9.05 feet of the following described tract:

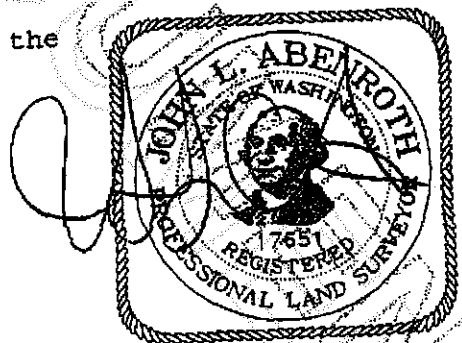
Commencing at the southwest corner of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M.; thence East 400 feet, more or less, to the southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, under Auditor's File No. 374765; thence North, a distance of 958.02 feet; thence N 84°16' E, a distance of 460 feet; thence South, a distance of 200 feet to the point of beginning of this description; thence South, a distance of 100 feet; thence S 84°16' W, a distance of 200 feet; thence North, a distance of 100 feet; thence N 84°16' E, a distance of 200 feet to the point of beginning of this description.

EXCEPT the east 5.00 feet of the following described tract:

Commencing at a point 400 feet east and 958.02 north of the southwest corner of Section 25, Township 36 North, Range 2 East, W.M., said point being the southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77; thence north, a distance of 958.02 feet; thence N 84°16' E, a distance of 310 feet, more or less, to a point 50 feet westerly from the northwest corner of a tract conveyed to Samish Island Community Center, Inc. and the point of beginning of this description; thence South, a distance of 200 feet; thence S 84°16' W, a distance of 100 feet; thence North, a distance of 200 feet; thence N 84°16' E, a distance of 100 feet to the point of beginning of this description;

EXCEPT county road.

Situate in Skagit County, Washington.



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