



201202020008
Skagit County Auditor

2/2/2012 Page 1 of 9 10:06AM



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Skagit County Auditor

~~12/2/2011 Page 1 of 7 10:47AM~~

RECORD AND RETURN TO:
JOYCE SZYMASZEK
FISERV
31 INWOOD RD.
ROCKY HILL, CT 06067

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE
MISSING SIGNATURES

COVER PAGE

**MODIFICATION TO DEED OF TRUST
PARTIAL RECONVEYANCE**

**THESE DOCUMENTS ARE BEING RECORDED FOR THE PURPOSE OF:
CORRECTING THE LEGAL DESCRIPTION ON A DEED OF TRUST
RECORDED 8/9/2007 IN DOCUMENT NO. 2007078090053**

**Grantors: Dykstra Family, LLC (Henry Dykstra, Charlotte R. Dykstra & Eric Dykstra)
Address: 1621 Township, Sedro Woolley, WA 98284**

**Grantee: Bank of America, N.A.
Address: 10850 White Rock Road, Ste 201, Rancho Cordova, CA 95670**

Legal Description: First Addition to Sedro Lts 27 through 30 Blk 77 Less N 60 Ft

Property Tax ID#: P76149

**DO NOT REMOVE THIS COVERSHEET. IT IS A PART OF THE
ORIGINAL DOCUMENT REFERENCED IN THE
CAPTION HEADING ABOVE**

Recording Requested by:
FINAL DOCUMENT SERVICES

AND WHEN RECORDED MAIL TO:



Dykstra, Henry

Record and Return To:
Fiserv Lending Solutions
17 Inwood Road
Rocky Hill, CT 06067

CRT

Space Above for Recorder's Use

Document ID # 9996820050063479952856

MODIFICATION TO DEED OF TRUST AND PARTIAL RECONVEYANCE

This Modification to Deed of Trust and Partial Reconveyance ("Modification"), is made this 7th day of October, 2011 among Bank of America, N.A ("Beneficiary"), ReconTrust Company, N.A. ("Trustee") and The Dykstra Family, LLC (the "Borrower(s)") (collectively referred to herein as the "parties").

RECITALS

This Modification is made with reference to the following facts:

A. The Borrower(s) made, executed, and delivered to Bank of America N.A. ("Lender"), that certain Deed of Trust dated July 19, 2006, and recorded on 08/09/2007, as Document No./Instrument No. 200708090053, in the Official Records in the Office of the County Recorder of Skagit County, State of Washington ("Deed of Trust"), securing a Note dated July 19, 2006, in the principal amount of One Hundred Thousand Dollars and 00/100 (\$100,000.00) in favor of the Beneficiary and legally describing the real property as follows:

See Exhibit "A" attached hereto and made a part hereof.

B. The purpose of this Modification is to correct the legal description. At the time the above referenced Deed of Trust was recorded an incorrect legal description was inadvertently contained therein.

TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Deed of Trust to provide that the legal description therein shall be as follows ("Secured Property"):

See Exhibit "B" attached hereto and made a part hereof.

2. The Borrower(s) irrevocably grant(s) and convey(s) the Secured Property to Trustee under the Deed of Trust together with power of sale and subject to each and all of the terms and conditions of the Deed of Trust, including this Modification thereto.

3. The Trustee does hereby release and reconvey without warranty to the person or persons legally entitled thereto, all the estate in and to any portion of the legal



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description first described hereinabove, which is not included within the description to the Secured Property.

4. The terms of the Deed of Trust, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the original Deed of Trust, the provisions of this Modification shall control. The Deed of Trust, herein modified, when signed by all parties hereto, shall constitute one Deed of Trust.

5. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

6. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all parties to this Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written.

Bank of America, N.A.,

Virginia L. Hartley,
Vice President

ReconTrust Company, N.A.

Tonya Townsend, Assistant Vice President

The Dykstra Family, LLC

By Henry Dykstra, it's Manager

Charlotte R. Dykstra

By Charlotte R. Dykstra, it's Manager

E. Dykstra

By Eric Dykstra, it's Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



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GENERAL ACKNOWLEDGEMENT

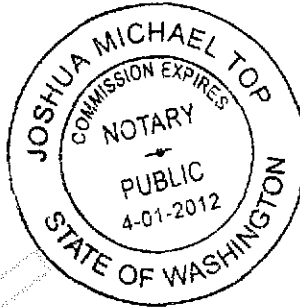
State of Florida WA
County of Duval SKAGIT

On 10-20-11 before me, Joshua Michael Top, Notary Public,

personally appeared, HENRY DYKSTEA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joshua Michael Top



GENERAL ACKNOWLEDGEMENT

State of Florida WA
County of Duval SKAGIT

On 10-20-11 before me, Joshua Michael Top, Notary Public,

personally appeared, CHARLOTTE R DYKSTEA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Joshua Michael Top



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Bank of America, N.A.,

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Virginia L. Hartley,
Vice President

ReconTrust Company, N.A.

Tonya Townsend
Tonya Townsend, Assistant Vice President

The Dykstra Family, LLC

By Henry Dykstra, it's Manager

By Charlotte R. Dykstra, it's Manager

By Eric Dykstra, it's Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



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GENERAL ACKNOWLEDGEMENT

State of Florida
County of Duval

On 12/27/11 before me, Tammym Hallman, Notary Public,

personally appeared, Virginia L. Hactley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tammym Hallman



TAMMY M. HALLMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE136019
Expires 10/5/2015

GENERAL ACKNOWLEDGEMENT

State of Florida
County of Duval

On 12/28/2011 before me, Tammym Hallman, Notary Public,

personally appeared, Tanya Townsend, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tammym Hallman



TAMMY M. HALLMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE136019
Expires 10/5/2015



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GENERAL ACKNOWLEDGEMENT

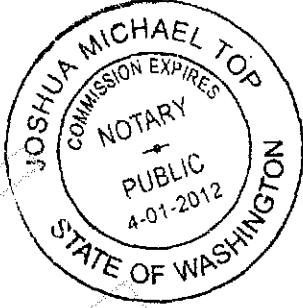
State of Florida WA
County of Duval SKAGIT

On 10-20-11 before me, Joshua Michael Top, Notary Public,

personally appeared, Eric Dykstra, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Joshua Michael Top



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Exhibit A

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

1. SAMISH ISLAND PROPERTY:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 36 NORTH, RANGE 1 EAST W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS FROM THE SOUTHWEST CORNER OF SAID LOT, NORTH 0° 19' EAST 1010 FEET; THENCE SOUTH 89° 41' EAST 400 FEET; THENCE SOUTH 89° 16' EAST 514 FEET; THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 70 FEET; THENCE SOUTH 89° 16' EAST 50 FEET; THENCE NORTH TO THE SHORE OF BELLINGHAM BAY; THENCE WESTERLY ALONG THE SHORE OF BELLINGHAM BAY TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE FOLLOWING DESCRIBED STRIP OF LAND:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 940 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 80° 41' EAST 400 FEET; THENCE SOUTH 89° 16' EAST 1250 FEET; THENCE SOUTH 50 FEET; THENCE NORTH 89° 16' WEST TO THE WEST LINE OF SAID LOT; THENCE NORTH TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT CONVEYED TO ETHAN SCOTT AND ELMER SCOTT BY DEED JULY 26, 1930, AND RECORDED AUGUST 8, 1930 UNDER AUDITOR'S FILE NO. 236147 IN VOLUME 155 OF DEEDS, PAGE 374.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL ID: 36022500740008

PROPERTY ADDRESS: 11501 BLUE HERON ROAD



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EXHIBIT B

Parcel A

Lots 28 through 30, inclusive, Block 77, Plat of "First Addition to the Town of Sedro in Skagit County, Washington", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

EXCEPT the North 60.00 feet (as measured perpendicular to and parallel with the North line) thereof;

AND EXCEPT that portion lying Easterly of the following described line:

BEGINNING at the Southwest corner of said Lot 30, Block 77, Plat of "First Addition to the Town of Sedro in Skagit County, Washington"; thence South 88°37'05" East along the South line of Lots 30, 29 and 28, also being the Northerly right-of-way margin of Alexander Street, for a distance of 85.00 feet to the TRUE POINT OF BEGINNING of said line; thence North 1°24'09" East parallel with the West line of said Lot 30 for a distance of 60.03 feet, more or less, to the South line of the North 60.00 feet (as measured perpendicular to and parallel with said North line) of said Lot 28 and being the terminus of said line description.

SUBJECT TO a 10.00 foot wide easement for sanitary sewer and the maintenance thereof, over, under and across the North 10.00 feet of the above described parcel.

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Containing 5,103 sq. ft.



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