



201701090153

Skagit County Auditor

1/9/2017 Page

1 of 10 3:19PM \$155.00

WHEN RECORDED RETURN TO:

CHASE  
LA4-4557  
780 KANSAS LANE  
MONROE, LA 71203

# Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

1020079837-M

DOCUMENT TITLE(s)

MODIFICATION AGREEMENT SUPPLEMENT TO DEED OF TRUST AND PARTIAL RECONVEYANCE

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200409300124  
200410150068

GRANTOR(s):

1. CHASE MANHATTAN MORTGAGE CORPORATION
  - 2.
  - 3.
- Additional names on page \_\_\_\_\_ of the document

GRANTEE(s):

1. DANIEL G. BRIM
  2. TERESA J. BRIM
  - 3.
- Additional names on page \_\_\_\_\_ of the document

ABBREVIATED LEGAL DESCRIPTION:

PTN E/2 SW 29-34-4

Complete legal description is on page 6 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P28081, P28082, P28208, P90501

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature \_\_\_\_\_

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Record and Return to:  
CHASE  
LA4-4557  
780 Kansas Lane  
Monroe, LA 71203

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

This Agreement made and entered into by DANIEL G. BRIM AND TERESA J. BRIM, HUSBAND AND WIFE, hereinafter referred to as "Mortgagor" and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, S/B/M CHASE HOME FINANCE LLC, S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION which has an office located at 780 KANSAS LANE, MONROE, LA 71203 hereinafter referred to as "Mortgagee;"

**WITNESSETH:**

WHEREAS, DANIEL G. BRIM AND TERESA J. BRIM, HUSBAND AND WIFE, Mortgagor(s) and HORIZON BANK, as the Original Lender, on the 27th day of SEPTEMBER, 2004, entered into a certain Deed of Trust instrument (the "Deed of Trust") securing a note in the principal sum of TWO HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (U.S. \$208,000.00) (the "Note"), which Deed of Trust was recorded on 09/30/2004 as #200409300124 in the County of SKAGIT, State of WA, AND was assigned from HORIZON BANK, to CHASE MANHATTAN MORTGAGE CORPORATION by assignment dated 09/30/2004, recorded 10/15/2004 as document #200410150068, in the County of Skagit, State of WA, in which Deed of Trust the lands securing said indebtedness were described as follows (the "Original Legal Description"), to-wit:

(Original legal description)  
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)  
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:

BRIM, LN#8217

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.
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. Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 "Mortgagor" referred to herein may be an original maker of the Note or any person obligated thereon by endorsement, assumption of debt, or otherwise.
7. Mortgagor(s) 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

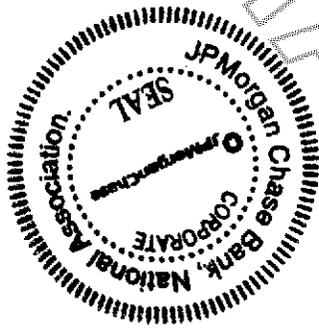
title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.

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 seals.

(Seal)



JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, S/B/M CHASE HOME FINANCE LLC, S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION

*[Signature]*  
Name/title: *Donna Areef*  
*Vice President*

**STATE OF LOUISIANA**  
**PARISH OF OUACHITA**

On 1-4-17 before me appeared Donna Areef to me personally known, who did say that he/she is the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, S/B/M CHASE HOME FINANCE LLC, S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she acknowledged the instrument to be the free act and deed of the corporation (or association).

*[Signature]*  
Amy Gott

AMY GOTT  
OUACHITA PARISH, LOUISIANA  
LIFETIME COMMISSION  
NOTARY ID # 66396

. ID# 66396, Notary Public

Lifetime Commission  
BRIM, LN#8217

UNOFFICIAL

"Mortgagor(s)"

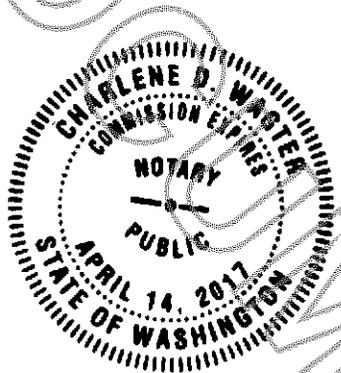
Paul Brim  
(enter name of borrower)

Maria Brim  
(enter name of borrower)

STATE OF Washington  
COUNTY OF Whatcom

The foregoing instrument was acknowledged before me on this 21st day of November, 2016 by Paul & Teresa Brim.  
Personally known to me.

Charlene D. Wager  
Notary Public  
My Commission Expires 4/14/17



INSTRUMENT

EXHIBIT "A"

PARCEL A:

That portion of the East Half of the Southwest Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows

Beginning at a point in the North line of the Southeast Quarter of the Southwest Quarter of said Section 29, which is 54 feet West of the intersection of said line with the West line of Blodgett Road;

Thence West 105.7 feet;

Thence South 20 feet;

Thence West 106 feet

Thence North 20 feet;

Thence West 240.8 feet;

Thence South 105.3 feet;

Thence North  $87^{\circ}28'$  East 588.5 feet, more or less, to the West line of Blodgett Road;

Thence Northwesterly along Blodgett Road to a point due North of the point of beginning;

Thence South to the point of beginning.

Situated in Skagit County, Washington

PARCEL B:

That portion of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Southeast Quarter of the Southwest Quarter;

Thence North  $89^{\circ}09'18''$  West, along the North line thereof, for 850.20 feet to the centerline of an existing drainage ditch;

Thence South  $42^{\circ}31'22''$  East along centerline of said ditch, for 132.69 feet to the true point of beginning;

Thence continue South  $44^{\circ}14'09''$  East, along said centerline of drainage ditch, for 298.58 feet;

Thence South  $6^{\circ}35'07''$  East, being along said centerline of drainage ditch, for 14.81 feet to the South line of North Half of the North Half of the Southeast Quarter of the Southwest Quarter;

Thence South  $89^{\circ}21'56''$  East, along said South line, for 386.92 feet, more or less, to the Westerly right of way line of Blodgett Road;

Thence Northwesterly along said right of way to a point North  $88^{\circ}18'42''$  East from the true point of beginning. (Being the same line as called South  $87^{\circ}28'$  West in Deed recorded under Auditor's File No. 612088);

Thence South  $88^{\circ}18'42''$  West 400.21 feet, more or less, to the true point of beginning;

EXCEPT that portion described as follows;

continued.....

Exhibit "A" (cont'd.)

Beginning at a point on the North line of the Southeast Quarter of the Southwest Quarter of Section 29 at a point which is 54 feet West of the intersection of said line with the West line of Blodgett Road;  
Thence West 105.7 feet;  
Thence South 20 feet;  
Thence West 106 feet;  
Thence North 20 feet;  
Thence West to the centerline of an existing drainage ditch, which point is 850.20 feet, more or less, West of the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 29;  
Thence South  $42^{\circ}31'22''$  East along the centerline of said ditch a distance of 132.69 feet;  
Thence continue along said centerline South  $44^{\circ}14'09''$  East a distance of 298.58 feet;  
Thence continue along said centerline South  $6^{\circ}35'07''$  East, a distance of 14.81 feet to the South line of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter;  
Thence South  $89^{\circ}21'56''$  East along said South line a distance of 216.92 feet, more or less, to a point which lies 170 feet West of the Westerly right of way line of the Blodgett Road; which point is also the true point of beginning;  
Thence continue South  $89^{\circ}21'56''$  East along said South line 170 feet to said Westerly right of way line;  
Thence Northwesterly along said Westerly line 135 feet;  
Thence Southwesterly 120 feet, more or less, to a point 80 feet North of the true point of beginning;  
Thence South 80 feet to the true point of beginning.

Situated in Skagit County, Washington

modification Agreement Exhibit "B"  
Exhibit "B"

Lot 2

Daniel and Teresa Brim Parcels  
After Boundary Line Adjustment  
(Skagit County Assessor's Parcel No. P-28081,  
Portion of P-28082, Portion of P-28208 and P-90501)

Parcel "A"

That portion of the East 1/2 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East of the W.M., described as follows:

BEGINNING at a point in the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 29, which is 54 feet West of the intersection of said line with the West line of Blodgett Road;  
thence West 105.7 feet;  
thence South 20 feet;  
thence West 106 feet;  
thence North 20 feet;  
thence West 140.8 feet to the centerline of an existing drainage ditch;  
thence South 42°31'22" East along centerline of said ditch 132.69 feet;  
thence North 87°28' East 588.5 feet, more or less, to the West line of Blodgett Road;  
thence Northwesterly along Blodgett Road to a point due North of the POINT OF BEGINNING;  
thence South to the POINT OF BEGINNING.

TOGETHER WITH that portion of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at a point on the North line of said subdivision, having a bearing of South 89°26'52" West and a distance of 159.70 feet from the Westerly right of way margin of Blodgett Road;  
thence South 0°33'08" East (called South on previous description) for a distance of 20.00 feet;  
thence South 89°26'52" West (called West on previous description) for a distance of 97.17 feet to the TRUE POINT OF BEGINNING;  
thence continue South 89°26'52" West for a distance of 8.83 feet;  
thence North 0°33'08" West (called North on previous descriptions) for a distance of 20.00 feet, more or less, to said North line of the Southeast 1/4 of the Southwest 1/4;

Exhibit "B" cont'd

thence North 89°26'52" East (called East on previous description) along said North line for a distance of 8.83 feet, more or less, to a point bearing North 0°33'08" West from the TRUE POINT OF BEGINNING;  
thence South 0°33'08" East for a distance of 20.00 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at a point on the South line of said subdivision at a point bearing South 89°26'52" West (called West in previous descriptions) a distance of 54.00 feet from the Westerly right of way margin of Blodgett Road;  
thence North 1°26'21" West (called North on previous descriptions) for a distance of 48.01 feet, more or less, to said Westerly right of way margin of Blodgett Road;  
thence South 49°18'26" East along said Westerly right of way margin for a distance of 26.48 feet;  
thence South 27°00'44" West for a distance of 34.45 feet, more or less, to said South line of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 at a point bearing North 89°26'52" East from the POINT OF BEGINNING;  
thence South 89°26'52" West along said South line for a distance of 3.23 feet, more or less, to the POINT OF BEGINNING.

Parcel "B"

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East of the W.M., described as follows:

BEGINNING at the Northeast corner of said Southeast 1/4 of the Southwest 1/4;  
thence North 89°09'18" West, along the North line thereof, for 350.20 feet to the centerline of an existing drainage ditch;  
thence South 42°31'22" East along centerline of said ditch, for 132.69 feet to the TRUE POINT OF BEGINNING;  
thence continue South 44°14'09" East, along said centerline of drainage ditch, for 298.58 feet;  
thence South 6°35'07" East, being along said centerline of drainage ditch, for 14.81 feet to the South line of North 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4;  
thence South 89°21'56" East, along said South line, for 386.92 feet, more or less, to the Westerly right of way line of Blodgett Road;

Exhibit "B" Cont'd

thence Northwesterly along said right of way to a point North  $88^{\circ}18'42''$  East from the TRUE POINT OF BEGINNING (being the same line as called South  $87^{\circ}28'$  West in deed recorded under Auditor's File No. 612088);  
thence South  $88^{\circ}18'42''$  West 400.21 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT that portion described as follows:

BEGINNING at a point on the North line of the Southeast 1/4 of the Southwest 1/4 of Section 29 at a point which is 54 feet West of the intersection of said line with the West line of Blodgett Road;  
thence West 105.7 feet;  
thence South 20 feet;  
thence West 106 feet;  
thence North 20 feet;  
thence West to the centerline of an existing drainage ditch, which point is 850.20 feet, more or less, West of the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 29;  
thence South  $42^{\circ}11'22''$  East along the centerline of said ditch a distance of 132.69 feet;  
thence continue along said centerline South  $44^{\circ}14'09''$  East a distance of 298.58 feet;  
thence continue along said centerline South  $6^{\circ}35'07''$  East, a distance of 14.81 feet to the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4;  
thence South  $89^{\circ}21'56''$  East along said South line a distance of 216.92 feet, more or less, to a point which lies 170 feet West of the Westerly right of way line of the Blodgett Road; which point is also the TRUE POINT OF BEGINNING;  
thence continue South  $89^{\circ}21'56''$  East along said South line 170 feet to said Westerly right of way line;  
thence Northwesterly along said Westerly line 135 feet;  
thence Southwesterly 120 feet, more or less, to a point 80 feet North of the TRUE POINT OF BEGINNING;  
thence South 80 feet to the TRUE POINT OF BEGINNING.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above being situated in the City of Mount Vernon, County of Skagit, State of Washington.

Containing 118,580 sq ft



5-19-16