202109150040

09/15/2021 10:24 AM Pages: 1 of 10 Fees: \$230.50 Skagit County Auditor

Document Prepared by: Rebecca Mayfield

When recorded return to: U.S. Bank Home Mortgage 4801 Frederica St. Owensboro, KY 42301 Attn: Release Dept.

Loan #: 3300340401

MIN#: 100135900070242489

Above space reserved for recording purposes only

SUBSTITUTION OF TRUSTEE AND PARTIAL DEED OF RECONVEYANCE

WHEREAS, THAT CERTAIN Deed of Trust described below provides that the holder of the Note secured by said Deed of Trust may appoint a successor Trustee to any Trustee there under appointed; and

WHEREAS, the indebtedness secured by said Deed of Trust having been PARTIALLY PAID and satisfied.

NOW THEREFORE, MORTGAGE ELECTRONIC SYSTEMS INC, whose address is 4801 FREDERICA STREET, OWENSBORO, KY 42301, being the present legal owner and holder of the indebtedness secured by said Deed of Trust does hereby substitute and appoint U.S. Bank National Association as Trustee, and as Trustee does hereby reconvey, without warranty, to the person or persons entitled thereto, part of the estate, title and interest held by it, as Trustee, under said Deed of Trust, to the property described therein.

Original Trustor(s): PAUL REISMAN AND HOPE STAR, HUSBAND AND WIFE

Original Trustee: Land Title & Escrow of Skagit & Island County

Original Beneficiary: Mortgage Electronic Registration Systems, Inc. "MERS"

Date of Deed of Trust: July 31, 2020

Loan Amount \$370,500.00

Date Recorded: August 5, 2020

Document Number: 202008050015

BUT THIS RELEASE SHALL NOT IMPAIR THE LIEN OF SAID DEED OF TRUST TO THE LANDS THEREIN DESCRIBED NOT HEREBY RELEASED.

And recorded in the official records of Skagit County, State of Washington, affecting Real Property

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION TO BE RELEASED, ALL REMAINING PROPERTY REMAINS ON SAID DEED OF TRUST

PTN LOT 7 all LOTS 8-10 BL 301 NPA

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this 9th day of September 2021.

U.S. Bank National Association, Trustee

Mortgage Electronic Registration Systems Inc., "MERS"

Charyce Harper

Assistant Secretary for MERS

STATE OF Kentucky }

} SS:

County Of Daviess

On this 9th day of September 2021 Before me appeared April Ferguson, Officer for U.S. Bank National Association, Trustee and Charyce Harper, to me personally known, who, being by me duly sworn, did say that Charyce Harper is an Assistant Secretary of 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 and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and acknowledged said instrument to be the free act and deed of said corporation.

TESTIMONIES WHEREOF, I have hereunto set my hand and affixed my official seal in the county, state and year first above written.

Date September 9, 2021

Notary Public: Starla Brown Notary ID#: KYNP: 17928

My Commission Expires: November 28, 2024

WHEN RECORDED RETURN TO ORIGINAL TO:

U.S. Bank Home Mortgage / MERS 4801 Frederica St.

Owensboro, KY 42301

ATTN: Rebecca Mayfield / Release Dept.



Recording Requested by:

When Recorded Mail To: U.S. Bank N.A. 4801 Frederica Street Owensboro, KY 42301 Release Dept. / Rebecca Mayfield

Loan No. 3300340401

MIN#: 100135900070242489

MODIFICATION OF PARTIAL DEED OF RECONVEYANCE

THIS AGREEMENT, made this 10th day of September 2021, by PAUL REISMAN AND HOPE STAR, husband and wife present owners, of the hereinafter described real property, hereinafter referred to as Owner; and "MERS" is 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, solely as nominee for Loandepot.com, LLC. holder of the Mortgage and Note first hereinafter described.

WITNESSETH: THAT WHEREAS, PAUL REISMAN AND HOPE STAR, husband and wife Trustors, originally executed a Mortgage to Lender covering the following described real property located in the County of Skagit, State of Washington:

SEE EXHIBIT "A"

to secure a Note and Deed of Trust in the sum of \$370,500.00, dated July 31, 2020, in favor Peoples Bank said Mortgage having been recorded on August 5, 2020, as Instrument No. 202008050015, of Official Records of said County, and;

WHEREAS, it is now the intent and desire of the parties to this Agreement that said Mortgage be modified and amended to CHANGE THE LEGAL FROM EXHIBIT "A" TO EXHIBIT "B" as set forth and described herein.

NOW, THEREFORE, to carry out the intention of the parties hereto, and in consideration of the premises, it is hereby declared, understood, and agreed, that said Mortgage shall be, and is, hereby modified and amended to now read as:

SEE EXHIBIT "B" FOR NEW LEGAL DESCRIPTION OF MORTGAGED PROPERTY

Owner hereby irrevocably mortgages and warrants unto Mortgage Electronic Registration Systems Inc. "MERS" as nominee for U.S. Bank N.A., as Lender under said Mortgage, all the real property hereinabove last described, together with the rents, issues, and profits thereof, to have and to hold, upon the same trusts and for the same uses and purposes, and subject to each and every of the conditions, stipulations, and provisions, as set forth in said Deed of Trust, to the same extent and purposes as though said real property had been originally and correctly included in said Deed of Trust; it being the intention of the parties hereto that this Agreement shall always be construed as modifying and amending said Deed of Trust, so that the property hereby mortgaged and pledged to the Lender shall be by said Lender subject to all of the terms and provisions of said Deed of Trust.

THIS AGREEMENT shall inure to and bind the heirs, devisees, successors, and assigns of the parties hereto.

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

Mortgagor

Paul Reisman

Mortgagor

Mortgage Electronic Registration Systems Inc.,

"MERS"

April Ferguson (Assistant Secretary

STATE OF: Washington)

}SS:

COUNTY OF: Skagit}

On September 14th, 2021 before me in person, Notary Public

Personally appeared PAUL REISMAN AND HOPE STAR, husband and wife Trustor, 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.

Signature

Notary Public: TJ Fartini

My Commission Expires: 62-05-2025

CORPORATE ACKNOWLEDGEMENT

STATE OF: KENTUCKY}

}SS:

COUNTY OF: DAVIESS}

On September 10, 2021 before me Starla Brown, Notary Public,

Personally, appeared <u>April Ferguson</u>, <u>Assistant Secretary of Mortgage Electronic Registration Systems</u>, <u>Inc.</u> "<u>MERS</u>" <u>as nominee for U.S. Bank N.A.</u> personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) <u>is/are</u> 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.

Signature

Notary Public: Starla Brown Notary ID#: KYNP: 17928

My Commission Expires on: November 28, 2024

OFFICIAL SEAL
STARLA BROWN
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires 11/28/2024
ID # KYNP17928

EXHIBIT "A"

ORIGINAL LEGAL DESCRIPTION

Property Address: 1109 Dakota Ave Anacortes, WA 98221

Property Tax ID / Parcel Number: 3809-301-910-0007/P58284 and 350123-0-002-2005/P31707

That portion of the vacated Burlington Northern Railroad right of way, according to the Plat of "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington, described as follows:

Beginning at the Northwesterly corner of Block 301, of said Plat of the "NORTHERN PACIFIC ADDITION TO ANACORTES."

thence North 21°36'44" West 50 feet;

thence North 59"08'58" East 112.50 feet;

thence South 16°15'44" East 64.81 feet to the Northerly line of said Block 301; thence South 66°28'42" West along said Northerly line 105.06 feet to the point of beginning (P.O.B.).

TOGETHER WITH the West 1/2 of Lot 7 and all of Lots 8, 9 and 10, Block 301, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

EXCEPT that portion lying Westerly and Southwesterly of the following described lines: Commencing at the Southeast corner of Parcel A; as shown and described in the Boundary Line Adjustment Survey filed under Auditor's File No. 201306200031, records of Skagit County, Washington;

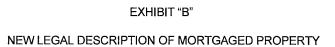
thence Southwesterly 30.00 feet along the North line of Oakes Avenue to the true point of beginning;

thence Northwesterly 75.00 feet on a course parallel to the East line of said Parcel A; thence North 77°12′15″ West 91.02 feet to the West line of said Parcel A.

(Also known as Lot 2 of Boundary Line Adjustment Survey recorded August 18, 2016, under Skagit County Auditor's File No. 201608180006).

Situate in the City of Anacortes, County of Skagit, State of Washington.

END OF EXHIBIT "A"



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LEGAL AFTER BOUNDARY LINE ADJUSTMENT

Parcel A:

The South 75.00 feet of the West 1/2 of Lot 7 and all of Lots 8, 9 and 10, Block 319, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

Parcel B:

The West 1/2 of Lot 7 and all of Lots 8, 9 and 10, Block 310, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

EXCEPT the South 75.00 feet thereoff.

TOGETHER WITH that portion of the Vacated Burlington Northern Railroad Right Of Way, according to the Plat of the "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington and described as follows:

Beginning at the Northwesterly corner of Block 301 of said Plat of the "NORTHERN PACIFIC ADDITION TO ANACORTES"

Thence North 21°36'44" West 50 feet;

Thence North 59°09'58" East 112.50 feet;

Thence South 16°15'44" East 64.81 feet to the Northerly line of said Block 301;

Thence South 66°28'42" West along said Northerly line 105.06 feet to the point of beginning (P.O.B.).

Situated in Skagit County, Washington.

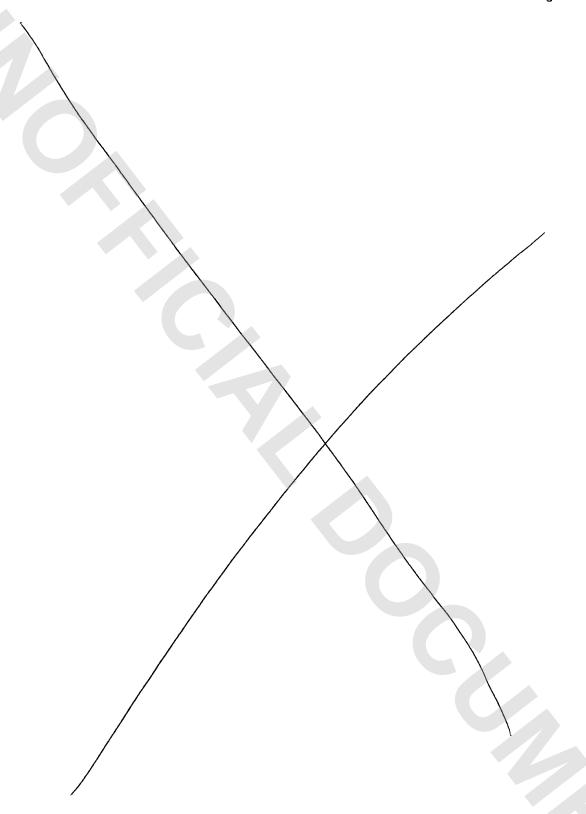


EXHIBIT "A"

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

The South 75.00 feet of the West 1/2 of Lot 7 and all of Lots 8, 9 and 10, Block 301, "NORTHERN PACIFIC ADDITION

TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington