

MIN: 100566000001841240

MERS Phone: 1-888-679-6377

Record and Return to:
CHASE
LA4-4557
780 KANSAS LANE
MONROE, LA 71203

MODIFICATION AGREEMENT SUPPLEMENT TO MORTGAGE

This Agreement made and entered into by William D Kappel and Veronica Kappel as Trustees of the BRIJ Family Trust Dated 5/16/14 Mortgagor(s)" and Mortgage Electronic Registration Systems, Inc. as beneficiary which has an office located at P.O. BOX 2026, FLINT, MI 48501-2026 "Beneficiary;"

WITNESSETH:

WHEREAS, William D Kappel and Veronica Kappel as Trustees of the BRIJ Family Trust Dated 5/16/14, Mortgagor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for V.I.P. Mortgage, Inc., its successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, on the 30th day of December 2019 entered into a certain DEED OF TRUST instrument (the "MORTGAGE") securing a note in the principal sum of One Million Two Hundred Thirty Seven Thousand and 00/100 DOLLARS (U.S. \$1,237,000.00) (the "Note"), which DEED OF TRUST was recorded 1/6/2020 as Rec# 220001807, in the El Paso, COUNTY, State of CO., 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 by adding additional unimproved land 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 *Mortgage Electronic Registration Systems, Inc., as nominee for V.I.P. Mortgage, Inc., its successors and assigns* 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.

Kappel, LN# 1538

In addition, the parties hereto agree to the following:

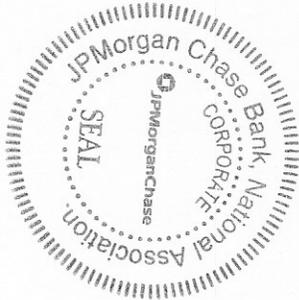
1. The Deed of Trust will encumber the property described in the Revised Legal Description as if such property had originally been described in the Deed of Trust.
2. Mortgagors hereby covenant, promise, agree, and reaffirm: a) to pay the Note at the times, in the manner, and in all respects as therein 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.
3. 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.
4. 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.
5. 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.
6. 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.

(Corporate Seal)



JPMORGAN CHASE BANK, N.A.

BY: [Signature]

ITS: VICE PRESIDENT-DOCUMENT EXECUTION

PRINT NAME: Donna Acree

STATE OF LOUISIANA

PARISH OF OUACHITA

On December 4, 2020 before me appeared Donna Acree, to me personally known, who did say that s/he/they is (are) the VICE PRESIDENT-DOCUMENT EXECUTION of JPMORGAN CHASE BANK, N.A. and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
Amy Gott

NOTARY PUBLIC

ID No. 66396

LIFETIME COMMISSION

Amy Gott
Ouachita Parish, Louisiana
Lifetime Commission
Notary Public ID # 66396

"Mortgagor(s)"

[Handwritten signature of William D Kappel]

William D Kappel, Individually & as Trustee of the BRIJ Family Trust Dated 5/16/14

[Handwritten signature of Veronica Kappel]

Veronica Kappel Individually & as Trustee of the BRIJ Family Trust Dated 5/16/14

STATE OF COLOrado
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me on this 9th day of APRIL, 2020 by William D Kappel and Veronica Kappel, Individually & as Trustee of the BRIJ Family Trust dated 5/16/14. Personally known to me.

[Handwritten signature of Eric S Howard]

Notary Public

My Commission Expires: May 30, 2022

ERIC S HOWARD
Notary Public
State of Colorado
Notary ID # 20144021884
My Commission Expires 05-30-2022

EXHIBIT A

LOT 6, CATHEDRAL PINES SUBDIVISION FILLING NO. 3, COUNTY OF EL PASO,
STATE OF COLORADO.

EXHIBIT B

Lot 6A, Cathedral Pine Subdivision Filing No.3, Lots 6-8, El Paso County, Colorado.