

**AFTER RECORDING MAIL TO:**

**Name:** First American Title  
Lenders Advantage  
**Division:** Loan Modification  
**Address:** 3 First American Way  
**City / State:** Santa Ana, CA 92707  
**Attn:** Loan Mod Dept



200103270071  
Skagit County Auditor  
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**FATCO#:**

**Document Title(s):** (or transactions contained therein)

1. LOAN MODIFICATION AGREEMENT
- 2.
- 3.



*First American Title  
Insurance Company*

**Reference Number(s) of Documents assigned or released:**  
**9812220006**

Additional numbers on page one of document

*(This space for Title Company use only)*

**Grantor(s):** (Last name first, then first name and initials)

1. PFARR, JAMES A.
2. PFARR, TINA M.
- 3.
- 4.
- 5.

Additional numbers on page one of document

**Grantee(s):** (Last name first, then first name and initials)

1. FLAGSTAR BANK FEDERAL SAVINGS BANK
- 2.
- 3.
- 4.
- 5.

Additional numbers on page one of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)  
TRACT 3 SKAGIT CNTY SP 93-010 VOL 10 PG 196 A'S NO 9305200042

**Assessor's Property Tax Parcel Account Number(s):** 350714-0-041-0205

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return To:  
MSV

When Recorded Return To:

First American Title Insurance Co.

3 First American Way  
Santa Ana, CA 92707

Attn: Loan Modification Dept.  
# 436349  
[City, State, Zip]

Prepared By:

RUTH RUHL, P.C. and Co-Counsel,  
Routh, Crabtree & Fennell

Freddie Mac Loan No.: 103783970

Loan No.: 980151476

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective February 1st, 2001, between  
James A. Pfarr and Tina M. Pfarr, husband and wife  
Flagstar Bank Federal Savings Bank ("Borrower") and

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated December 17, 1998, in the original principal sum of U.S.\$ 117,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on December 22, 1998, in Book/Liber N/A, Page N/A, Instrument No. 9812220006, Official Records of Skagit County, Washington ("Lender")  
The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 40229 Cape Horn Road, Concrete, Washington 98237

Initials JP Initials JP Initials \_\_\_\_\_ Initials \_\_\_\_\_

WASHINGTON FREDDIE MAC LOAN MODIFICATION AGREEMENT



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Freddie Mac Loan No.: 103783970  
Loan No.: 980151476

That real property is described as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF CONCRETE, AND DESCRIBED AS FOLLOWS:

TRACT 3 OF SKAGIT COUNTY SHORT PLAT NO. 93-010, AS APPROVED MAY 19, 1993 AND RECORDED MAY 20, 1993, IN BOOK 10 OF SHORT PLATS, PAGE 196, UNDER AUDITOR'S FILE NO. 9305200042, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 7 EAST, W. M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

A. P. NO.: 350714-0-041-0205

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 7,010.64 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of February 1st, 2001 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 122,720.65
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.750 % beginning February 1st, 2001 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 830.35 , beginning on the 1st day of March, 2001 , and continuing thereafter on the same day of each succeeding month. If on February 1, 2041 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Flagstar Bank, FSB, 30400 Telegraph Road, Suite 200, Bingham Farms, Michigan 48025 or at such place as the Lender may require.

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WASHINGTON FREDDIE MAC LOAN MODIFICATION AGREEMENT



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4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.375 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents

☒ Modification Due on Transfer Rider

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Freddie Mac Loan No.: 103783970  
Loan No.: 980151476

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

2-10-001  
Date

James Allen Pfarr (Seal)  
James A. Pfarr -Borrower

Feb. 10, 01  
Date

Tina M. Pfarr (Seal)  
Tina M. Pfarr -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

Flagstar Bank Federal Savings Bank  
-Lender

By: John P. Marecki  
JOHN P. MARECKI  
Its: FIRST VICE PRESIDENT

(Corporate Seal)

[See Attached Acknowledgment(s)]

WASHINGTON FREDDIE MAC LOAN MODIFICATION AGREEMENT



200103270071  
, Skagit County Auditor

Loan No.: 980151476

## MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of February, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by James A. Pfarr and Tina M. Pfarr, husband and wife

(the "Borrower")

and Flagstar Bank Federal Savings Bank

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 40229 Cape Horn Road, Concrete, Washington 98237

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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, Skagit County Auditor

Loan No.: 980151476

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

2-10-001  
Date

James Allen Pfarr (Seal)  
James A. Pfarr -Borrower

Feb. 10, 01  
Date

Tina M. Pfarr (Seal)  
Tina M. Pfarr -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

Flagstar Bank Federal Savings Bank (Seal)  
-Lender

2/16/01  
Date

By: JOHN P. MARECKI

Its: FIRST VICE PRESIDENT

## BORROWER ACKNOWLEDGMENT

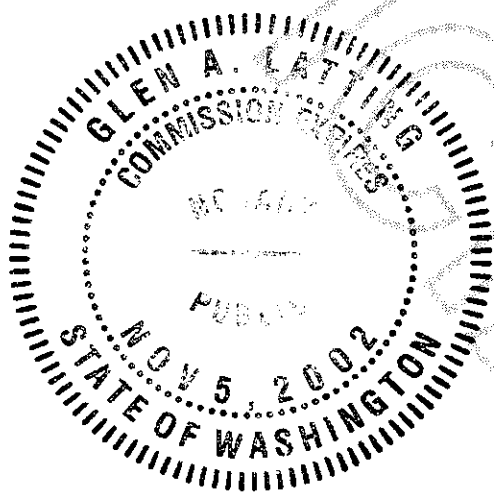
State of Washington §  
County of Skagit § ss.:  
§

I certify that I know or have satisfactory evidence that James A. Pfarr and Tina M. Pfarr

[name of person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-10-01

(Seal)



(Signature)

11-5-02  
(Title of Office)

Sedro-Woolley, Wash.  
(Place of Residence of Notary Public)

## LENDER ACKNOWLEDGMENT

State of Washington §  
County of Skagit § ss.:  
§

On this 10 day of Feb 2001, before me personally appeared \_\_\_\_\_, to me known to be the (president, vice-president, secretary, treasurer, or other authorized officer or agent, as the case may be) of said entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

(Signature)

(Title of Office)

(Place of Residence of Notary Public)

ACKNOWLEDGMENT (WASHINGTON)



200103270071

, Skagit County Auditor



## BORROWER ACKNOWLEDGMENT

State of Washington

§  
§ ss.:  
§

County of Skagit

I certify that I know or have satisfactory evidence that James A. Pfarr and Tina M. Pfarr

[name of person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Place of Residence of Notary Public)

## LENDER ACKNOWLEDGMENT

State of MICHIGAN


§  
§ ss.:  
§

County of OAKLAND

On this 16th day of FEBRUARY, 2001, before me personally appeared JOHN P. MARECKI, FIRST VICE to me known to be the (president, vice-president, secretary, treasurer, or other authorized officer or agent, as the case may be) of said entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

  
(Signature)

\_\_\_\_\_  
(Title of Office)

\_\_\_\_\_  
(Place of Residence of Notary Public)

KEITH WILKES  
Notary Public, Oakland County, MI  
My Commission Expires 05/21/2002

ACKNOWLEDGMENT (WASHINGTON)



200103270071

, Skagit County Auditor