



200210020045

Skagit County Auditor

10/2/2002 Page 1 of 2 11:33AM

After Recording Return To:  
CUSTOM CONSTRUCTION DEPT.  
FIRST MUTUAL BANK  
PO BOX 1647  
BELLEVUE, WA 98009

----- (Space Above Line for Recording Date) -----  
**ISLAND TITLE CO.** Loan #: 71 428097 04  
**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 11TH day of SEPTEMBER, 2002, between JAMES DEGROOT AND CARMA DEGROOT, husband and wife ("Borrower") and First Mutual Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated DECEMBER 21, 2001 and recorded in Book or Liber Recording #: 200201020110, at page(s) N/A, of the N/A Records of SKAGIT County, WA, and (2) the Note Bearing the same date as, and secured by,

[County and State, or other Jurisdiction]  
the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 17420 MAPLE LN, LACONNER, WA 98257

the real property described being set forth as follows:

LOT 6, BLOCK 1, WAGNER'S HOPE ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

### ACCOMMODATION RECORDING

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

Assessor's Property Tax Parcel/Account Number(s): 4036-001-006-0002

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of SEPTEMBER 1, 2002 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$189,891.62 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375%, from SEPTEMBER 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,184.68 beginning on the first day of OCTOBER, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 1, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payment at PO Box 1647, Bellevue, WA 98009 or at such other place as the Lender may require.

- If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower

fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the 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.
- 5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

Witness: \_\_\_\_\_

James de Groot (Seal)  
JAMES DEGROOT

Witness: \_\_\_\_\_

Carma de Groot (Seal)  
CARMA DEGROOT

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Lender: First Mutual Bank

Witness: \_\_\_\_\_

By: [Signature]  
[Authorized Officer Name]

Witness: \_\_\_\_\_

Its: AVP  
[Authorized Officer Title]

----- (Space Below this Line for Acknowledgments) -----

On this day personally appeared before me JAMES DEGROOT AND CARMA DEGROOT

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17<sup>th</sup> day of September 2002.

My Commission expires: 3-9-2003



Shelley L. Nevitt  
Notary Public in and for the State of Washington  
residing at: Mount Vernon

