

12/26/2003 Page

1 of

4 1:53PM

When Recorded Return To:

<u>First American Title Company</u>
3355 Michelson Dr., Suite 250
Irvine, CA 92612

Attn: Gina Pantoja 1727825

(SPACE ABOVE THIS LINE FOR RECORDING ONLY)

LOAN MODIFICATION

This Loan Modification Agreement ("Modification"), entered into effective as of the day of Normalia, 2003 between JEFF M PLOEG & CATHY L PLOEG, (Borrower") and MIDFIRST BANK ("Lender"), amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated December 20, 1999, securing repayment of the original principle sum of US \$125,920.00 and recorded as Auditor's File No. 1999912230019 Records of Skagit County, Washington, and (2) the Note bearing the same date as, and secured by, the Security Instrument, (the "Note"). The Security Instrument covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at:

1065 CRYSTAL COURT, BURLINGTON, WA 98233

and further legally described as follows:

LOT 14, "PLAT OF SAHLBOM ANNEX", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 179 AND 180, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel #46310000140003

The understanding and intentions of Borrower and Lender are to modify the terms of the Note and Security Instrument. In accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.

2. As of November 01, 2003 the unpaid principal balance due under the Note and the Security Instrument (the "Unpaid Principle Balance") is US \$125,275.92 The Borrower promises to pay the Unpaid Principle Balance, plus any accrued interest and any other amounts required under the Note and Security Instrument, to the order of the Lender. Interest will be charged on the Unpaid Principle Balance at the yearly rate of 8.250% beginning November 01, 2003. The Borrower promises to make monthly payments of principal and interest of US \$957.02, beginning on the 1st day of December 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 01, 2031, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and 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 payment at MidFirst Bank, c/o Midland Mortgage Co., P.O. Box 268888, Oklahoma City, OK 73126-8888, or at such other place as the Lender may require.

- 3. The Borrower acknowledges and agrees that Borrower will comply with all covenants, agreements and requirements of the Note and Security Instrument as modified herein including, without limitation, the Borrower's covenant 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.
- 4. Nothing in this Modification shall be construed to be a satisfaction or release in whole or in part of the Note and/or 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.



[To be signed and dated by all Borrowers, endorsers, guarantors, sureties and other parties signing the Note.] Jeff In Placy JEFF M PLOEG STATE OF WASHINGTON) ss. COUNTY OF Skagit On this day personally appeared JEFF M PLOEG & CATHY L PLOEG to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument on behalf of JEFF M PLOEG & CATHY L PLOEG. GIVEN UNDER MY HAND AND SEAL this 4 day of December, 2003 My Commission expires 8-3/-05

> 200312260029 Skagit County Auditor

12/26/2003 Page

3 01

4 1:53PM

Name: Craig Parker Title: Vice President Date: Decombo 10,2003	
Title: Vice President	
Date: Derember 10,2003	
STATE OF OKLAHOMA)	
COUNTY OF Cloudines) ss.	
On this date personally appeared before me Craig Parker, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Craig Parker signed the same as Vice President fee and voluntary and deed for the uses and purposes therein mentioned.	ıd

GIVEN UNDER MY HAND AND SEAL this 10 day of

PATRICIA R. CASTORENA
Cleveland County
Notary Public in and for
State of Oklahoma
Commission # 03009102 Expires 6/18/07

My Commission expires

200312260029 Skagit County Auditor

12/26/2003 Page

4 of

4 1:53PM