



200410120043  
Skagit County Auditor

10/12/2004 Page 1 of 5 9:30AM

When Recorded Return To: *MPC*  
First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799 *1958121*  
Attn: Special Default Services Division *0*

Prepared By:  
RUTH RUHL, P.C. and  
Co-Counsel, Routh, Crabtree and  
Fennell

West Palm Beach, Florida 33409  
[City, State, Zip]

[Space Above This Line For Recording Data]

Loan No.: 8002641218

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of August, 2004, between Kymberli M. Swagerly and Richard Dills, married

("Borrower")

and Washington Mutual Bank, F. A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 12th, 2001 and recorded in Book/Liber N/A, Page N/A, Instrument No. 200107180042, of the Official Records of Skagit County, Washington, [Name of Records] [County and State, or other Jurisdiction]

and (2) the Note in the original principal sum of U.S.\$ 147,530.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 1465 East Rio Vista Avenue, Burlington, Washington 98233

[Property Address]

*Tax ID - 35040220020007*

*the E 1/2 of the SE 1/4 of the NW 1/4 of section 2,  
Township 35 N, R 4E.*

Initials *KS* initials *RD* Initials Initials

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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):

1. As of August 1st, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 156,288.19, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 7.125%, from August 1st, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,052.94, beginning on the 1st day of September, 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1st, 2034, (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 payments at Washington Mutual Bank, F. A., P.O. Box 34150, San Antonio, Texas 78265-4150 or at such other place as the Lender may require.

3. 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 this 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 this 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 this 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; however, the following terms and provisions are forever canceled, null and void, as of the specified date in Paragraph No. 1 above.

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partly incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Initials ks Initials JD Initials \_\_\_\_\_ Initials \_\_\_\_\_



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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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 this Agreement.

Washington Mutual Bank, F. A. (Seal)  
-Lender

KyMBERLI M Swagerty (Seal)  
KyMBERLI M. Swagerty -Borrower

Richard Dills (Seal)  
Richard Dills -Borrower

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

By: Wendy Knafeld  
Wendy Knafeld, Vice President

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

By: Victoria Grimm  
Victoria Grimm, Assistant Secretary/Treasurer

[See Attached Acknowledgment(s)]

WASHINGTON LOAN MODIFICATION AGREEMENT  
(FNMA Modified Form 3179 2/88)



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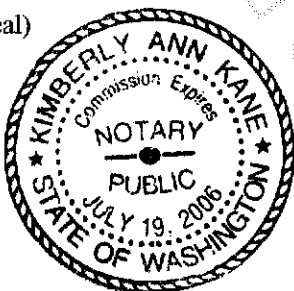
**BORROWER ACKNOWLEDGMENT**

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

I certify that I know or have satisfactory evidence that **Kymberli M. Swagerty and Richard Dills**  
[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: July 27, 2004

(Seal)



Kimberly Ann Kane  
(Signature)  
Notary  
(Title of Office)  
Burlington Washington  
(Place of Residence of Notary Public)

**LENDER ACKNOWLEDGMENT**


State of Florida §  
§  
County of Duval §

Before me, on this day personally appeared **Wendy Knafelc and Victoria Grimm**, known to me to be the officers of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the **12** day of **AUGUST**, **2004**, that the foregoing instrument was executed for the purposes and consideration expressed herein.

My Commission Expires:  
SEPT 01, 2007

Lillian Tyson  
Notary Public, State of Florida

Lillian TYSON  
Printed Name of Notary

 Lillian Tyson  
My Commission DD246020  
Expires September 01 2007

ACKNOWLEDGMENT (WASHINGTON)



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**EXHIBIT "A"**

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

THE EAST 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD RIGHT OF WAY OVER, TO, THROUGH AND ACROSS THE EAST 25 FEET OF THE W 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE W.M.

TRACT 3 OF CITY OF BURLINGTON SHORT PLAT NO. BURLINGTON 78-1, AS APPROVED JUNE 20, 1978, AND RECORDED JUNE 22, 1978, IN VOLUME 2 OF SHORT PLATS, PAGE 233, UNDER AUDITOR'S FILE NO. 881914, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOTS 21, 22 AND 23, BLOCK 135, FIRST ADDITION TO BURLINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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