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Please Return To: InterFirst Wholesale Mortgage Lending Construction Lending Center 81 West Main Street, 8th Floor Waterbury, CT 06702

Tax # P108678

LAND TITLE OF SKAGIT COUNTY (Space Above this Line for Recording Data) M-14893

## LOAN MODIFICATION AGREEMENT

(To Extend the Time for the Completion of Construction)

This Loan Modification Agreement is made effective as of October 31, 2004 by the undersigned

ROBERT SANTIAGO

and

CARMEN E SANTIAGO

("Borrower"), in regard to that certain Mortgage Deed, Deed of Trust or Security Instrument (hereinafter "Security Instrument") made by the Borrower in favor of ABN AMRO MORTGAGE GROUP, INC. 2600 W. Big Beaver Road, Troy, MI 48084 ("Lender"), in STEWART TITLE GUARANTY COMPANY , and which is dated which the Trustee is and which secures the debt of the Borrower, as set forth in a Fixed Rate Promissory Note of even date therewith (hereinafter "Note") in the original principal amount of against the property of the Borrower located at 168.750.00

## 3002 MERIDIAN COURT, ANACORTES, WA 98221

as more fully described in said Security Instrumer	nt, and which Security	Instrument is recorded
at		
AUDITROD G. //		

AUDITORS # , at/Page(s) Book/ or /Liber/ 200405070018 of the Records of

(Name of Records)

SKAGIT COUNTY

(County and State, or other Jurisdiction)

WHEREAS, the Borrower wishes to extend the time for the Borrower to complete the construction of the buildings or improvements that is set forth in the loan documents, including particularly the Construction Rider To Promissory Note and Security Instrument, that was originally executed by the Borrower and attached as a Rider to the Note, and that was recorded with such Security Instrument (both copies of which are hereinafter referred to as "Construction Rider" and the Construction Loan Agreement; and

WHEREAS, the Borrower wishes to extend the period for construction without the establishment of a Delayed Completion Reserve Account at this time, but prefers instead to modify the executed and recorded documents to exend the Project Completion Date, and the Conversion Date described therein, without limiting or altering the right of the Lender to establish the Delayed Completion Reserve Account at a future time, if the Lender shall deem it necessary;

**NOW THEREFORE**, in consideration of One (\$1.00) Dollar and other valuable consideration and of the terms hereof, the parties hereto do hereby modify and amend the aforesaid Construction Rider only as follows:

- 1. The terms of the loan documents, Construction Loan Agreement and said Construction Rider are hereby altered and amended to change the date described as the Project Completion Date from October 31, 2004 (wherever it appears as originally provided therein) to November 30, 2004.
- 2. In accordance with the terms of paragraph 4 of the Construction Rider, as amended hereby, the Borrower shall continue to make monthly payments of interest only, at the interest rate required under the terms of the Note, in an amount based upon the outstanding principal balance all as therein provided until **December 1, 2004**, which shall be the new Conversion Date. On **January 1, 2005**, the Borrower shall commence the payment of principal and interest, in the amount of \$991.06.
- 3. Nothing contained herein shall limit or amend any of the the rights of the Lender in any way, including without limitation, the right to establish a Delayed Completion Reserve Account at a future time, if the Lender shall deem it necessary.
- 4. Except as modified hereby, the aforesaid Note, Security Instrument, Construction Loan Agreement, Loan Documents and Construction Rider remain unchanged and in full force and effect, and the modifications and amendments made herein shall not serve to extend or alter the final maturity date described therein.

BY SIGNING BELOW, I accept and agree to the promises, agreements, terms and covenants contained in this Loan Modification Agreement

ROBERT SANTIAGO
Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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STATE OF WASHINGTON
STATE OF WASHINGTON ) COUNTY OF Stain ) ss:
On this day personally appeared before me
ROBERT SANTIAGO and CARMEN E SANTIAGO
to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned
GIVEN under my hand and of november, 200
NOTARY Public in and for the State of Washington, residing at
My Appointment Expires on



IN WITNESS WHEREOF, this Agreement has been duly executed by:
ABN AMRO MORTGAGE GROUP, INC.
BY: SHATH SHATE (SEAL)
BY: , (SEAL) LAWRENCE P. BAILEY, SR.
Its Duly Authorized Vice President
WITNESSES
and Utalace
Name:
$\sim$ $\sim$ $\sim$ $\sim$ $\sim$
Duna Mook
Name:
STATE OF CONNECTICUT )
COUNTY OF NEW HAVEN ) ss. Waterbury
On the 17th day of November , 2004, before me, the undersigned, a Notary Public in
and for said State, personally appeared
LAWRENCE P. BAILEY, SR.
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by
his signature on the instrument, he acted on behalf of the Corporation and executed the instrument as its duly
authorized Vice President.
IN WITNESS WHEREOF, I hereunto set my hand.
M1 - I - I - M
(This area for Official Notarial Seal)  Notary Public  (In the season of
(This area for Official Notarial Seal)  Notary Public  My Commission Expires  //-30-3068
Marilyn Belletti
NOTARY PUBLIC State of Connecticut
My Commission Expires 11/30/08

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