/n

Recordation Requested By and
When Recorded Return To:
CitiMortgage, Inc.
1000 Technology Drive, O'Fallon, MO 63304

200502230070
Skagit County Auditor
2/23/2005 Page 1 of 6 3:03PM

112968-5
LAND TITLE OF SKAGIT COUNTY

MODIFICATION AGREEMENT
(Construction Phase Modified/Additional Funds/Work Change)

GRANTOR(S) (Borrower(s)): *Frizzle, Brian 1525 Woodland Place Mt. Vernon, WA 98274*

Frizzle, Virginia 1525 Woodland Place Mt. Vernon, WA 98274

DEED OF TRUST RECORDING # 200408160003

GRANTEE (Lender): CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, MO 63304

GRANTEE (Trustee):

LEGAL DESCRIPTION Lot 21 Forest Est.

ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER: P65432

REFERENCE NUMBERS OF RELATED DOCUMENTS:
Loan Agreement Index Book #:
Loan Agreement Index Page #:
County Register of Deeds: *Skagit*

THIS MODIFICATION AGREEMENT, made this *28th* day of February, *2005* modifies the Note with Construction Loan Rider Amending Note (the "Note") and any Flow Down Option Rider to Note, the Security Instrument with Construction Loan Rider Amending Security Agreement, recorded at the *Skagit* County Register of Deeds ("Security Instrument") the Construction Loan Agreement and the Addendum to the Construction Loan Agreement each dated *August 10, 2004* (collectively the "Loan Documents"), previously executed by the undersigned (the "Borrower") in favor of CitiMortgage, Inc. (the "Lender"). The Loan Documents evidence a construction loan (the "Loan") which has both a construction loan phase (the "Construction Phase") and a permanent loan phase (the "Permanent Phase"). All terms defined in the Note, the Security Instrument and Construction Loan Agreement

MODIFICATION AGREEMENT

shall have the same meaning in this Modification Agreement. The terms of this Modification Agreement preceded by a "☐" are part of this Modification Agreement *only* if the box is checked.

☒ **I. CONSTRUCTION PHASE MODIFIED**

This Modification Agreement modifies the Loan Documents to change the Completion Date, the Permanent Mortgage Date, and the Maturity Date.

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

1. **CONSTRUCTION PHASE.** The Completion Date of the Construction Phase is changed from *February 28, 2005* to *February 28, 2005.*

2. **CONSTRUCTION PHASE INTEREST.** Borrower will continue to pay interest at the rate stated in the Note (the "Note Rate") on the amounts advanced during the Construction Phase as provided in the Construction Loan Rider Amending Note.

3. **PERMANENT PHASE.**

   A. *Beginning on the first day of the month following the Completion Date* (the "Permanent Mortgage Date"), the Principal amount of the Loan, together with interest at the Note Rate, will be repaid over a *360* month period. The Note is modified so that Borrower will make monthly payments of Principal and interest on the 1st day of the month beginning on *April 1, 2005*, and every month thereafter.

   B. The Note is modified so that the Maturity Date of the Note is *March 1, 2035.*

☒ **II. ADJUSTMENT IN FUNDS**

This Modification Agreement modifies the Loan Documents to (1) change the Principal amount of the Loan, (2) restate the number and amount of monthly payments of Principal and interest due under the Note, and (3) change *the amount of Principal secured by the Security Instrument.*

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

1. **NEW LOAN TERMS.** The Loan is modified to change the Principal amount from *Two Hundred Seven Thousand Dollars ($207,000.00)* to *Two Hundred Seven Thousand Dollars* ($207,000.00).

2. **NOTE.** The Note, as amended by the *Construction Loan Rider Amending Note, is modified to restate the* "Borrower's Promise to Pay" and "Payments" as follows:

   BORROWER'S PROMISE TO PAY

   In return for a loan that I have received, I promise to pay U.S. Two Hundred Seven Thousand Dollars ($207,000.00) (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CitiMortgage, Inc. I understand that the Lender may transfer the Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

   PAYMENTS – *CONSTRUCTION PHASE*

   Payments during the Construction Phase will be as provided in the Construction Loan Rider Amending Note.

   PAYMENTS – PERMANENT PHASE

MODIFICATION AGREEMENT

(A) **Time and Place of Payments**

I will pay principal and interest by making monthly payments every month.

I will make my monthly payments on the 1st day of each month beginning on *April 1, 2005*.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on *March 1, 2035*, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at *1000 Technology Dr. MS P-929 O'Fallon, MO 63304* or at a different place if required by the Note Holder.

(B) **Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. $*1,111.22*.

If my loan is an adjustable rate loan, this payment is my initial monthly payment of principal and interest and subsequent payments may vary based on changes in the interest rate and the principal balance of my loan.

☒ **III. INTEREST RATE MODIFIED**

This Modification Agreement modifies the Loan Documents to change the rate of interest and the amount of monthly payments of principal and interest during the Permanent Phase.

NOTE. The Note, as amended by the Construction Loan Rider Amending Note is modified to restate the "Interest" and "Amount of Monthly Payments" as follows:

SECTION 2. INTEREST – PERMANENT PHASE

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of *5.000*%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

SECTION 3. (B) AMOUNT OF MONTHLY PAYMENTS – PERMANENT PHASE

My monthly payment will be in the amount of U.S. $ *1,111.22*. If my loan is an adjustable rate loan, this payment is my initial monthly payment of principal and interest and subsequent payments may vary based on changes in the interest rate and the Principal balance of my loan.

MODIFICATION AGREEMENT

☒ **IV. MONTHLY PAYMENTS MODIFIED**

This Modification Agreement modifies the Loan Documents to change the amount of monthly payments of principal and interest.

The Note is modified so that each of the Borrower's monthly payments will be in the amount of U.S. $ *1,111.22*. If the loan is an adjustable rate loan, this payment is the initial monthly payment of principal and interest and subsequent payments may vary based on changes in the interest rate and the Principal balance of the loan.

☐ **V. CONSTRUCTION LOAN AGREEMENT.**

Exhibit D of the Construction Loan Agreement is modified to restate the Schedule of Advances as listed in attached document.

☒ **VI. MODIFICATION FEE.**

Borrower will pay a modification fee of *Thirty Eight Dollars* ($*38.00*) to Lender.

☒ **VII. OTHER TERMS UNCHANGED.**

Except as provided in this Modification Agreement, the terms of the Note, the Security Instrument and the Construction Loan Agreement remain unchanged, and the Borrower and Lender by this Agreement ratify, confirm and agree to the Loan Documents as modified and changed by this Modification Agreement.

CitiMortgage, Inc. ("Lender")

By: [signature]

Name: Christopher B. Giles

Its: Director, Construction Lending

MODIFICATION AGREEMENT

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement.

DATED this *28th* day of *February, 2005.*

Brian R. Frizzle | Virginia Frizzle

Brian Frizzle | *Virginia Frizzle*

2/15/05 | 2/15/05

STATE OF WASHINGTON)
) ss.:
COUNTY OF SKAGIT)

On this 15th day of FEBRUARY, 2005, before me the subscriber personally appeared *Brian Frizzle Virginia Frizzle* to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.

Cynthia A. Snider
Notary Signature

CYNTHIA A. SNIDER
Notary Printed Name

Notary Public; State of WASHINGTON

Qualified in the County of SKAGIT

My commission expires: 2-29-08

Official Seal:

CYNTHIA A. SNIDER
COMMISSION EXPIRES
NOTARY
PUBLIC
2-29-08
STATE OF WASHINGTON

EXHIBIT A

Property Address: 1525 Woodland Place
Mt. Vernon, WA 98274

Legal Description:

Lot 21, "FOREST ESTATES," as per plat recorded in Volume 8 of Plats, pages 53 and 54, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Property I.D. No: P65432 Acct # 3914-000-021-0004