

RECORD AND RETURN TO: **MPG**  
FIRST AMERICAN TITLE **2339195**  
P.O. BOX 27670  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION



200503280085  
Skagit County Auditor

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Tax Parcel No.: 36042020021804

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998952006

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **MARCH, 2005**, between **WILLIAM BELANGER, A SINGLE MAN**

("Borrower") and **FLAGSTAR BANK, FSB**

("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **NOVEMBER 7, 2002** and recorded in **Instrument No. 200211150122**

, of the **Official** Records of  
[Name of Records]

**SKAGIT COUNTY, WASHINGTON**

[County and State, or other Jurisdiction]

and (2) the Note, bearing the same date as,  
and secured by,

the Security Instrument, which has been assigned MERS Registration No. **100052599895200604** and MERS Registration Date **NOVEMBER 15, 2002**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**3457 FRIDAY CREEK ROAD, BURLINGTON, WASHINGTON 98233**

[Property Address]

the real property described being set forth as follows:

**TRACT B OF SHORT PLAT NO. 113-178, APPROVED FEBRUARY 8, 1979, AND RECORDED IN VOLUME 3 OF SHORT PLATS, PAGE 69, RECORDS SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, WM SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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

1. As of **MARCH 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **123,187.49**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.625** % from **MARCH 1, 2005**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **788.78**, beginning on the **1ST** day of **APRIL, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.625** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **MARCH 01, 2035** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **5151 CORPORATE DRIVE TROY, MICHIGAN 48098** or at such other place as Lender may require.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially 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.

MERS LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 8/01)

FAND# 3179MERS-2 Rev. 07-30-03



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200503280085



FAND# 3179MERS-3 Rev. 08-21-03

MERS LOAN MODIFICATION AGREEMENT - Single Family - Franke M

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

*William Belanger*  
WILLIAM BELANGER

\_\_\_\_\_  
(Seal) -Lender

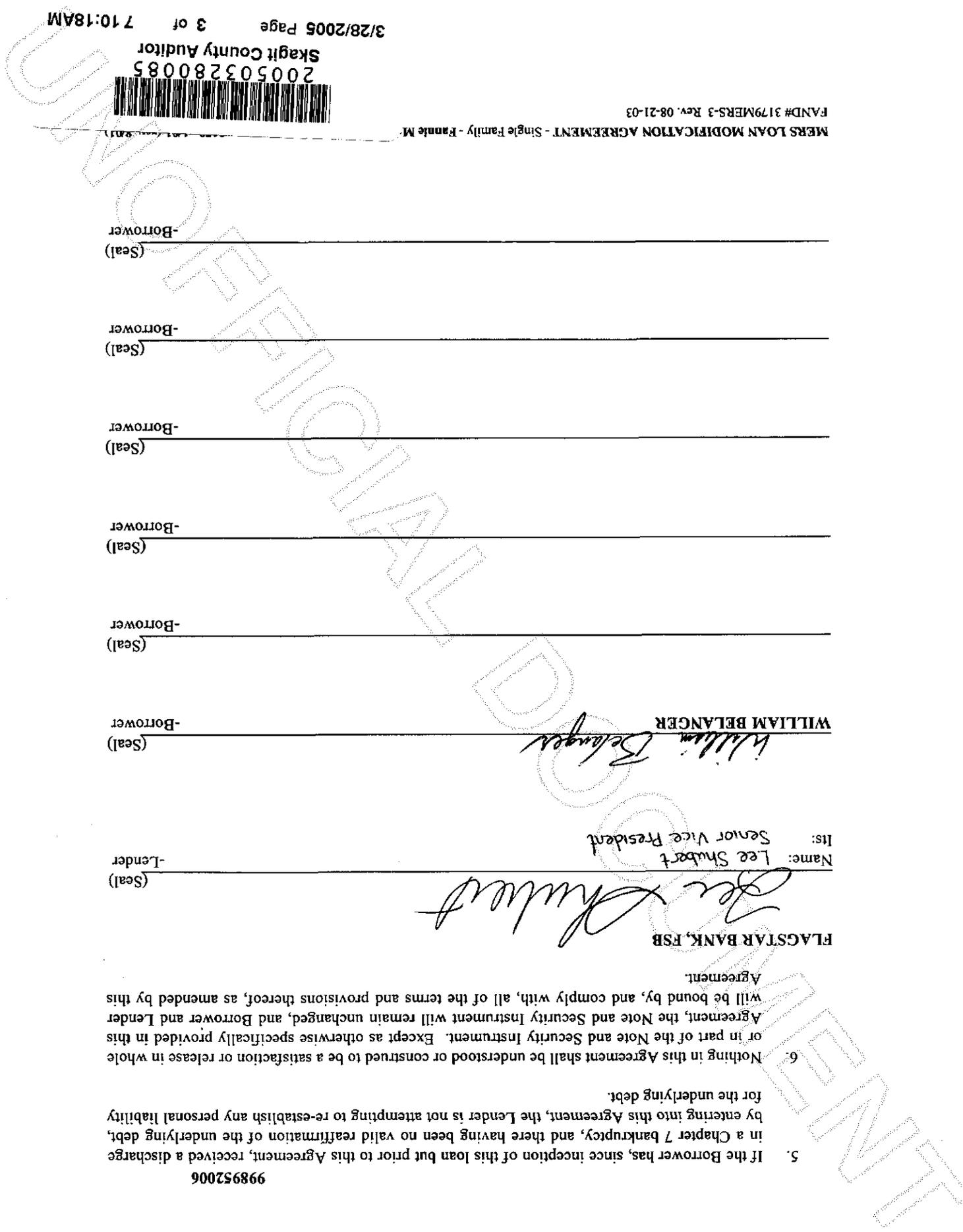
Name: Lee Shubert  
Senior Vice President

*Lee Shubert*  
FLAGSTAR BANK, FSB

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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 of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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FAND# WA3179MERS-4 Rev. 05-16-03

MERS LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 8/01)

THIS DOCUMENT WAS PREPARED BY:  
MATTHEW A. KLEINBERG  
FLAGSTAR BANK, FSB  
5151 CORPORATE DRIVE  
TROY, MI 48098

Printed Name: MELDA J. AMADOR  
Title or Rank: Notary Public, Oakland County, MI  
Serial Number, if any: My Commission Expires Dec. 29, 2005

Signature of Person Taking Acknowledgment: *Melda J. Amador*  
Signature of Person Taking Acknowledgment: *Lee Shubert*  
Signature of Person Taking Acknowledgment: *William Belanger*

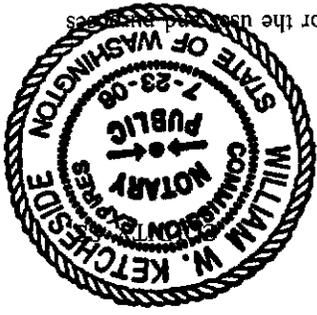
Signature of Person Taking Acknowledgment: *Lee Shubert*  
Signature of Person Taking Acknowledgment: *William Belanger*  
Signature of Person Taking Acknowledgment: *Lee Shubert*  
Signature of Person Taking Acknowledgment: *William Belanger*

STATE OF Michigan  
COUNTY OF Oakland  
LENDER ACKNOWLEDGMENT

My appointment expires: 7-23-05  
residing at SKAGIT, COUNTY

Dated: 3/4/05  
Notary Public in and for the State of WASHINGTON for

signed this instrument and acknowledged it to be his/her free and voluntary act for the use and purposes



STATE OF WASHINGTON  
I hereby certify that I know or have satisfactory evidence that

STATE OF WASHINGTON  
SKAGIT  
BORROWER ACKNOWLEDGMENT

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Skagit County Auditor



FAND# FAND033 Rev. 06-11-02

Borrower \_\_\_\_\_ Date \_\_\_\_\_

**WILLIAM BELANGER**

Borrower

Date 3/4/05

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, commitments, notes, agreements, undertakings, security agreements, deeds of trust or other documents, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

**NOTICE OF NO ORAL AGREEMENTS**

**BELANGER**  
3457 FRIDAY CREEK ROAD  
BURLINGTON, WASHINGTON 98233  
FLAGSTAR BANK, FSB

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Skagit County Auditor



Date

Date

Date

Date

Date

*William Belanger*  
WILLIAM BELANGER  
3/19/05

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

In consideration of  
FLAGSTAR BANK, FSB

**ERRORS AND OMISSIONS  
COMPLIANCE AGREEMENT**

BELANGER  
3457 FRIDAY CREEK ROAD  
BURLINGTON, WASHINGTON 98233  
FLAGSTAR BANK, FSB

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Creditor: FLAGSTAR BANK, FSB  
 5151 CORPORATE DRIVE  
 TROY, MICHIGAN 48098

Borrower(s) Name(s): WILLIAM BELANGER

Mailing Address: 3457 FRIDAY CREEK ROAD, BURLINGTON, WASHINGTON 98233  
 Property Address: 3457 FRIDAY CREEK ROAD, BURLINGTON, WASHINGTON 98233

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total Payments
6.625 % The cost of your credit as a yearly rate.	\$ 160,776.76 The dollar amount the credit will cost you.	\$ 123,187.49 The amount of credit provided to you or on your behalf.	\$ 283,964.25 The amount you have paid after you have made all payments as scheduled.

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
359	788.78	04/01/2005			
1	\$792.23	03/01/2035			

Variable Rate Feature: Your loan contains a variable rate feature. Discloses about the variable rate feature have been provided to you earlier.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

Security: You are giving a security interest in the property being purchased or refinanced.

Filing or Recording Fees: \$

Late Charge: If a payment is more than 15 days late, you will be charged 5.000 % of the payment.

Prepayment: If you pay off early, you  may  will not have to pay a penalty.

Assumption: Someone buying your property  may  will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

WILLIAM BELANGER  
*William Belanger*



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 Skagit County Auditor