



200504120140
Skagit County Auditor

4/12/2005 Page 1 of 4 1:38PM

After Recording Return To:

**First Indiana Bank, N.A.
PO Box 441159 GTC937
Indianapolis, IN 46244**

Document Title:

Modification Agreement

ELS
FIRST AMERICAN TITLE
7152389

Agreement dated February 7, 2005, in the original commitment amount of \$40,000.00 and secured by a deed of trust dated February 23, 2005 and recorded in the real estate records of Skagit County WA under Auditor's File No 200502230082

Grantor(s): Jenkins Dossen and Sara Dossen, Husband and Wife

Additional names on page ___ of document

Grantee: First Indiana Bank, N.A.

Trustee: Chicago Title

Tax Parcel # P104986

MODIFICATION AGREEMENT

This Modification Agreement is made and entered into this 22nd day of February, 2005, by and between Jenkins Dossen and Sara Dossen, husband and wife, whose address is 2414 W. Meadow Blvd., Mount Vernon, Washington, 98273 ("Borrower") and First Indiana Bank, N.A., a national banking association, whose address is 135 North Pennsylvania Street, Suite 1900, Indianapolis, Indiana 46204 ("Lender").

WITNESSETH

WHEREAS the following facts are true:

- A. Borrower executed a certain Fixed/Adjustable Rate Note dated February 7, 2005, as (the "Note"), wherein Borrower has requested and Lender has approved a modification of the indebtedness evidenced by the Note in order to evidence the restructure of an existing loan of Borrower.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, Borrower and Lender hereby agree as follows:

1. Note. The term "Note" as defined as that certain Fixed/Adjustable Rate Note dated February 7, 2005, in the original principal amount of Forty Thousand and 00/100 Dollars (\$40,000.00), as modified by this Modification Agreement dated of even date herewith, is hereby amended as follows:
 - (a) The monthly payment of said Note has been modified to a monthly payment date of the first day of each month with the first payment being due on April 1, 2005, and continuing on the same day of each month thereafter.
2. Representations and Warranties. Borrower hereby represents and warrants to Lender that there does not presently exist any default under the Note or any other documents evidencing or securing the indebtedness under the Note. In addition, Borrower represents and warrants that no event has occurred, which, with notice or lapse of time, or both, would constitute an event of default under the Note and that each of the representations and warranties set forth in the Note remain true and correct as of the date hereof except and to the extent that such representations and warranties specifically apply to matters explicitly modified herein. Borrower hereby represents, warrants and agrees that there are no offsets, counterclaims or defenses to the Borrower's obligations under the Note and, in consideration hereof, expressly waives any and all such offsets, counterclaims and defenses arising out of any acts, transactions or omissions on the part of Lender on or before the date hereof.



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STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Teresa Richter, by me known and by me known to be an Assistant Vice President of First Indiana Bank, N. A., who acknowledged the execution of the foregoing "Modification Agreement" on behalf of said national banking association.

Witness my hand and Notarial Seal this 18 day of March, 2005.

Notary:

Linda K. Lewis
Linda K. Lewis Notary Public

My Commission Expires: June 1, 2009
My County of Residence: Hancock

This Document was prepared by: Kimberly Craft, Loan Documentation Specialist.

Upon recording please return to: Kimberly Craft, First Indiana Bank, 135 N. Pennsylvania Street, Suite 1900, Indianapolis, IN 46204.



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