

RECORDING REQUESTED BY:

and

Return to:

FIRST FRANKLIN FINANCIAL  
2150 NORTH FIRST ST.  
SAN JOSE, CA 95131



200508190034  
Skagit County Auditor

8/19/2005 Page 1 of 4 10:05AM

Loan Number: 4000300917

Date: April 11, 2005

### REFORMATION / AMENDMENT TO DEED OF TRUST

THIS AGREEMENT is made effective the 11<sup>th</sup> DAY OF April 2005, between **First Franklin** a division of **National City Bank of Indiana ("Lender")** and **JOEY A ANDERSON AND SARAH M ANDERSON, HUSBAND AND WIFE ("Borrower(s))"**

#### RECITAL

a. Borrower made and delivered to Lender a Promissory Note (the "Note") in the principal amount of \$270,000.00, dated **March 25, 2005** evidencing a loan in that sum made by Lender to Borrower(s).

b. The Note is secured by a Deed of Trust recorded in the office of the County Recorder of **SKAGIT** on 3/31/05, as document # (200503310001), against the real property commonly known **13290 SIGNE PLACE, MOUNT VERNON, WASHINGTON 98273** and legally described as:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

c. Lender and Borrower(s) desire to correct an error in the Deed of Trust securing the Note to Accurately reflect their original intent and agreement.

#### AGREEMENT

1. The Deed of Trust securing the Note is reformed and /or amended as follows:

- **CORRECTS THE ADJUSTABLE RATE RIDER SECTION 4 (A) BY CHANGING THE FIRST RATE CHANGE DATE FROM "APRIL 1, 2007" TO "APRIL 1, 2008".**

2. Other than as set forth above, this Agreement does not create any new right or obligation for either Lender or Borrower(s) with respect to the Note or the Deed of Trust which, except as reformed and /or amended by the Agreement are reaffirmed in full.

Joey A. Anderson 4/11/05  
JOEY A. ANDERSON Date

Sarah M. Anderson 4/11/05  
SARAH M. ANDERSON Date

Steve Barnett 4/11/05  
BY: STEVE BARNETT, VP OF MORTGAGE OPERATIONS AS ATTORNEY-IN-FACT / DATE

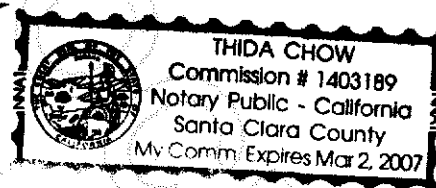
STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

On APR 11 2005 before me, Thida Chow, personally  
appeared STEVE BARNETT, VP OF MORTGAGE OPERATIONS AS ATTORNEY IN FACT personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/ their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Thida Chow



200508190034  
Skagit County Auditor

**DESCRIPTION:**

Lot 3, Skagit County Short Card No. SP-99-0030, approved March 20, 2000 and recorded March 21, 2000, under Skagit County Auditor's File No. 200003210085, being a portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 10, Township 34 North, Range 4 East, W.M.

**TOGETHER WITH** a non-exclusive easement for ingress and egress over and across said Tract "A", Signe Place, private road, utilities, and water pipeline easement as shown on said Short Card No. SP-99-0030, as recorded under Skagit County Auditor's File No. 200003210085 on March 21, 2000.

Situate in the County of Skagit, State of Washington,



200508190034  
Skagit County Auditor

**CORRECTION AGREEMENT  
LIMITED POWER OF ATTORNEY**

On March 25, 2005, the undersigned Borrower(s), for and in consideration of the approval, closing and funding of their mortgage loan (No. 4000300917), hereby grant LAND AMERICA as settlement agent and/or FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN as Lender limited power of attorney to correct and/or execute or initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf.

**THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO INCREASE THE INTEREST RATE (NOR THE MARGIN OR INDEX FOR VARIABLE RATE LOANS) THE UNDERSIGNED IS PAYING, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS.** Any of these specified changes must be executed directly by the undersigned.

This Limited Power of Attorney shall automatically terminate 180 days from the closing date of the undersigned's mortgage loan.

**IN WITNESS WHEREOF**, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

*Joe A. Anderson* (Seal) *Sarah M. Anderson* (Seal)  
JOEY A. ANDERSON -Borrower SARAH M. ANDERSON -Borrower  
(Seal) (Seal)  
-Borrower -Borrower

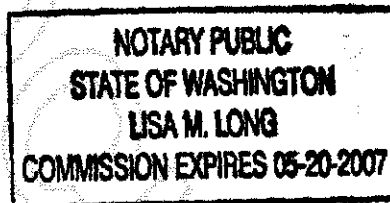
State of WA Smva  
~~California~~ Washington  
County of Skagit

On 3/25/05 before me, Lisa M. Long, Notary Public  
[Date] [Name and title of Officer (e.g. "Jane Doe, Notary Public")]

personally appeared JOEY A. ANDERSON, SARAH M. ANDERSON

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Lisa M. Long*  
Notary Public in and for said state.

