



200509140120

Skagit County Auditor

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6 1:19PM

POOR ORIGINAL

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Freddie Mac Loan #: 718287508

This document was prepared by: Jen Meester

After recording please return to

*When Recorded Return To*Atte First American Title Company

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P.O. Box 27670 *251285*

Santa Ana, CA 92799

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

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

Loan No: 306618287

Tax ID: 34040240030102

This Loan Modification Agreement ("Modification"), is effective June 15, 2005, between MATTHEW H CARGILL, ("Borrower") and GMAC Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 23, 1999, in the original principal sum of U.S. \$101,848.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on March 30, 1999, in Instrument or Document No. 9903300011, of the official Records of SKAGIT County, Washington [County and state, or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 22607 BUCHANAN RD, MOUNT VERNON WA, 98273. That real property is described as follows:

TRACT 2, SHORT PLAT NO. 51-81, APPROVED DECEMBER 16, 1981, RECORDED DECEMBER 17, 1981 IN BOOK 5 OF SHORT PLATS, PAGE 147, UNDER AUDITOR'S FILE NO. 8112170001 AND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other

expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$16,853.53, have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 01, 2005, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$112,835.92.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.625%, beginning July 01, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$786.77 beginning on the 1st day of August 2005, and continuing thereafter on the same day of each succeeding month. If on April 01, 2029 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702-5345 or at such other place as the Lender may require.

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.625% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced are secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3.

The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

6. Nothing in this Modification 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 Modification, the Note and the Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

7. Borrower releases Servicer, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statutes or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil code Sec. 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

8. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents



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☒ Modification due on transfer rider



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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

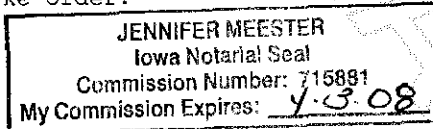
GMAC Mortgage Corporation (Seal)
Lender

By Kristi M. Caya
Kristi M. Caya
Limited Signing Officer



County of Black Hawk) ss
State of Iowa)

On the 11 day of July, 2005, before me personally came Kristi M. Caya, Limited Signing Officer of GMAC Mortgage Corporation, 3451 Hammond Avenue, Waterloo, Iowa 50702, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that (s)he signed his/her name thereto by like order.



Jennifer Meester
Notary Public

- [Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction] -

Matthew H Cargill (Seal)
MATTHEW H CARGILL
Borrower

7-6-05
Date

State of WASHINGTON

Washington)

ss

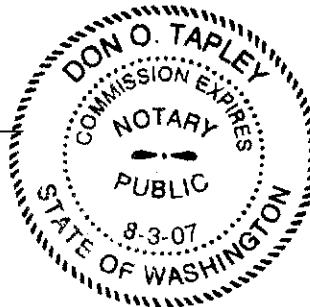
County of SKAGIT

SKAGIT)

On 7-6-2005, before me DON O. TAPLEY, personally appeared Matthew H Cargill,, 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

Don O. Tapley



200509140120
Skagit County Auditor

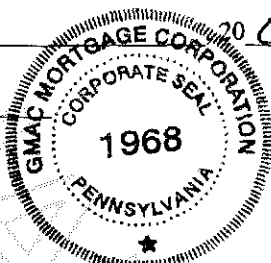
ADDENDUM

This Addendum is made a part of that Loan Modification Agreement entered into between GMAC Mortgage Corporation, ("Lender") and Matthew H Cargill ("Borrower") dated June 28, 2005 the ("Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including, but not limited to, the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

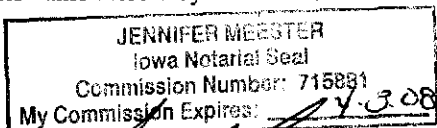
Signed this 11 day of July, 2005.

Kristi M. Caya
Kristi M. Caya, Limited Signing Officer



State of Iowa)
County of Black Hawk) ss

On the 11 day of July, 2005, before me personally came Kristi M. Caya, Limited Signing Officer of GMAC Mortgage Corporation, 3451 Hammond Avenue, Waterloo, IA 50702, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that (s)he signed his/her name thereto by like order.



Jennifer Meester
Notary Public

Matthew H Cargill (Seal)
MATTHEW H CARGILL, Borrower

____ (Seal)

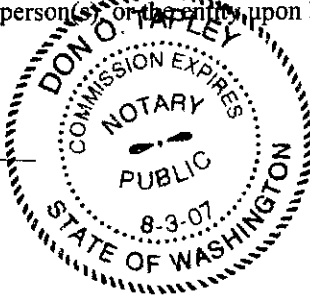
----- [Space Below This Line For Acknowledgments] -----

State of Washington} ss.
County of SKAGIT}

On 7-6-2005, before me DON O. TAPLEY, personally appeared MATTHEW H CARGILL, 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

Don O. Tapley



200509140120
Skagit County Auditor

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 28th day of June, 2005, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Matthew H Cargill (the "Borrower") and GMAC Mortgage Corporation (the "Lender") covering the Property described in the Loan Modification Agreement located at:
22607 BUCHANAN RD, MOUNT VERNON WA, 98273.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

7-6-05
Date

X Matthew H Cargill (Seal)
Matthew H Cargill -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

GMAC Mortgage Corporation

7-11-05
Date

By: M. H. Cargill



200509140120
Skagit County Auditor