



200509140122
Skagit County Auditor

When Recorded Mail To:

*First American Title
Special Default Services
P.O. Box 27670
Santa Ana, CA 92799
Attn: Loan Mod Dept*

FAT Doc. No.: 2524630

County: SKAGIT

Document Title(s)

LOAN MODIFICATION AGREEMENT

Reference Number(s) of related documents:

20312030021

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

FLYN T WARNKE AND JESSICA A WARNKE

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

WASHINGTON MUTUAL BANK, F.A.

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

THE SOUTH 660 FEET OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Complete legal on page 5

Assessor's Property Tax Parcel/Account Number

P37975

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

Return Recorded Document To:
When Recorded Return To: MOD 1
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799 *2524630*
Attn: Loss Mitigation Title Services

Mail Tax Statement To:
Transamerica
6053 S. Fashion Square Drive
Suite 200
Murray, UT 84107

Loan # **0631711116/WARNKE**
Investor Loan # **1695130782**

(Space Above This Line for Recording Data)

LOAN MODIFICATION AGREEMENT PROVIDING FOR FIXED INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this **18TH** day of **JULY, 2005** between **FLYNT T WARNKE AND JESSICA A WARNKE HUSBAND AND WIFE AS JOINT TENANTS**, ("Borrower") residing at **10177 GARDNER ROAD, BURLINGTON, WASHINGTON 98233**, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** as nominee for **WASHINGTON MUTUAL BANK, FA, ("LENDER")** with an address of *c/o* **7301 Baymeadows Way, Jacksonville, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **DECEMBER 1, 2003**, recorded **DECEMBER 3, 2003**, as **INSTRUMENT NO. 200312030021**, in the Official Records of the **Register of Deeds of SKAGIT COUNTY**, State of **WASHINGTON**, in the original principal sum of **\$300,700.00** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at **10177 GARDNER ROAD, BURLINGTON, WASHINGTON 98233** the real property described being set forth as follows:

LEGAL ATTACHED HERETO AND MADE A PART HERE OF PARCEL ID NUMBER: P37975

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

1. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was **\$298,587.54**. As of **AUGUST 1, 2005**, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. **\$316,897.64**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender or as Lender directs. Interest will be charged on the unpaid balance at the rate of **6.750%**, as defined in the Note, commencing **AUGUST 1, 2005** and Borrower agrees to make monthly payments of principal and interest in the amount of **\$2,091.39** commencing on **SEPTEMBER 1, 2005** and each and every month thereafter on the same day of each succeeding month until the principal and interest are fully paid. If on **JANUARY 1, 2034** (the "Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity date.

The Borrower will make such payments at P.O. Box 3200, Milwaukee, WI 53201 or at such other place as the Lender may require.

MERS# 100015902202050769



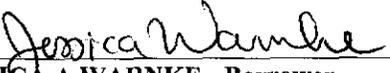
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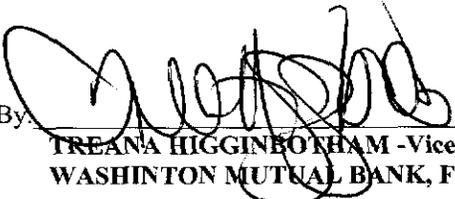
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full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

If the Lender exercises this option, the lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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.
5. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: 
FLYNNT WARNKE -- Borrower

By: 
JESSICA A WARNKE - Borrower

By: 
TREANA HIGGINBOTHAM - Vice President
WASHINGTON MUTUAL BANK, FA



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(Space Below This Line for Acknowledgments)

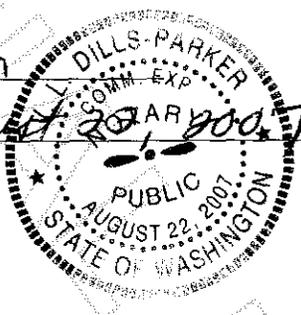
**** NOTARY FOR BORROWER**

STATE OF WA
COUNTY OF Skagit

On July 25, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **FLYNT T WARNKE** and **JESSICA A WARNKE** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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]
My Commission Expires: August 20, 2007



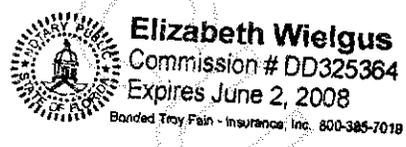
****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On August 2 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **TREANA HIGGINBOTHAM**, Vice President, respectively, of **Washington Mutual Bank, FA**, as authorized signatory for **Mortgage Electronic Registration Systems, Inc. ("MERS")**, personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
My Commission Expires: 6/2/08



This instrument was prepared by:

Washington Mutual Bank, FA
John Dufrene
Settlement Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA2000



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THE SOUTH 660 FEET OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 35
NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

UNOFFICIAL DOCUMENT



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