



200603130110

Skagit County Auditor

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1 of

8 10:03AM

RECORD & RETURN TO:

Mortgage Services Corp.
4001 LEADENHALL ROAD
P.O. BOX 5449
MT. LAUREL, NJ 08054-9251
ATTN: DOC CONTROL

Document Title(s) (Or transactions contained therein) :

1. MODIFICATION AGREEMENT

Grantor(s) (Last name first, then first name and initials) :

1. Bertholf, Kirby R.
2. Bertholf, Shirley A.

3

4

5 Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials) :

1. PHH Mortgage Services Corp.

2

3

4

5 Additional Names on Page _____ of Document.

Legal Description (Abbreviated *i.e.*, lot, block, plat; or section, township, range) :

Lot 3, Portion of the SE 1/4 of the SW 1/4 of Section 6, Township 35 North, Range 5 East

Legal Description is on Page 7 of Document.

Reference Number(s) (Of Documents assigned or released) :

200502030103

Additional Reference Numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

700156-032-0350506-0-021-0400 (P122354)

This instrument was prepared by:
Katrina R. Smith
PHH Mortgage Services
4802 Deer Lake Drive East Jacksonville, FL 32246

ORIGINAL

Record and Return to:
PHH Mortgage Services

MIN 100020000289255436

2001 Bishops Gate Boulevard
Mount Laurel, NJ 08054
Mailstop: SV60

Loan Number: 0028925543

Parcel Identifier: 350506-0-021-0400 (P122354)

MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **October 17th, 2005**, by and between **Kirby R Bertholf, Shirley A Bertholf**, who reside at **24054 TRINITY LANE SEDRO WOOLLEY, WA 98284** (herein individually and collectively referred to as "Borrower"), and **PHH Mortgage Services, a Corporation** (herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **1/31/2005**, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on **2/3/05** in Auditor's No. **200502030103**, if applicable, of the Public/Land Records of **SKAGIT COUNTY**, state of **WA**, securing a debt evidenced by a promissory note (the "Note") dated **1/31/2005**, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and **MERS** is a Mortgage Electronic Registration Systems, Inc. **MERS** is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS** is the beneficiary under this Security Instrument. **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**.

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

WHEREAS, the Security Instrument was amended as evidenced by that certain Amendment to Note and Deed of Trust ("Amendment"), dated **June 13, 2005**. Said Amendment was recorded on **June 15, 2005** in Auditor's No. **200506150018**, in the Office of the Recorder, Skagit County in order to increase the principal amount of the indebtedness to the sum of **\$276,450.00**.



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NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is **\$276,450.00**.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heir, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, _____, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.



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Executed on the date first above written.

Witnesses:

Nanda J. Weldon
Name:
(Witness)

Donella J. Witt
Name:
(Witness)

Name:
(Witness)

Name:
(Witness)

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Kirby R. Bertholf (Seal)
Kirby R Bertholf -Borrower
24054 TRINITY LANE
SEDRO WOOLLEY, WA 98284

Shirley A. Bertholf (Seal)
Shirley A Bertholf -Borrower
24054 TRINITY LANE
SEDRO WOOLLEY, WA 98284

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


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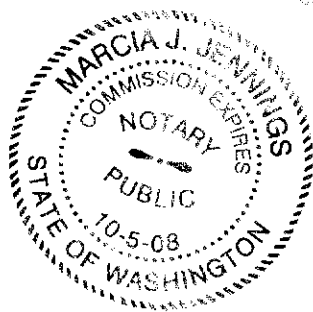
STATE OF WASHINGTON,
County of SKAGIT

} ss:

On this day personally appeared before me Kirby R Bertholf, Shirley A Bertholf

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of October, 2005



Marcia J. Jennings
Notary Public in and for the State of Washington, residing at
Sedro Woolley
My Appointment Expires on 10/5/2008
Marcia J. Jennings

0701187 (021303)



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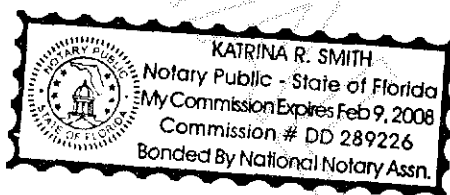
PHH Mortgage Services

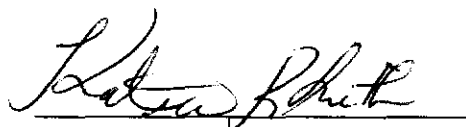
By: 

Scrivner Damon
Assistant Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of October 2005, by Scrivner Damon, Assistant Vice President of PHH Mortgage Services a Corporation organized under the laws of the state of New Jersey on behalf of said Corporation. He is personally known to me.





Name:
Notary Public, State of Florida
Commission No:
My Commission Expires:



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Exhibit A

- (a) Beginning on December 1, 2005, and on the first day of every month thereafter until December 1, 2015, Borrower will pay only the interest on the unpaid principal balance of the Note at an initial yearly rate of 5.530%. Borrower's initial monthly payment will be in the amount of \$1,273.97. Thereafter, beginning on the first day of December 1, 2015, Borrower will make monthly payments of principal and interest.
- (b) Beginning on the first day of November, 2015, the initial fixed interest rate Borrower will pay will change to an adjustable interest rate, and the adjustable interest rate Borrower will pay may change on that day every 6th month thereafter. The date on which Borrower's initial fixed interest rate changes to an adjustable interest rate, and each date on which Borrower's adjustable interest rate could change is called a "Change Date".
- (c) The interest rate at the first Change Date will not be greater than 10.530% or less than 2.00%. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.00%) from the rate of interest paid for the preceding 6 months. My interest rate will never be greater than 10.530%.
- (d) Before each change date, the Note Holder will calculate my new interest rate by adding two percentage points (2.00%) to the Current Index. The Note Holder will then round the results of this addition to the nearest one-eighth of one percentage point (.125%).
- (e) The monthly payments, determined precisely in the manner stated in this Note and giving effect to the modifications stated herein, shall continue until the entire indebtedness is fully paid, except that the final payment of the remaining indebtedness shall be due and payable on November 1, 2035 (the "Maturity Date").



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EXHIBIT B

LOT 3 OF SKAGIT COUNTY SHORT PLAT NO PL04-0308, AS APPROVED DECEMBER 3, 2004, AND RECORDED DECEMBER 3, 2004 UNDER AUDITOR'S FILE NO. 200412030118, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLIAMETTE MERIDIAN.

SITUATED IN SKAGIT COUNTY, WASHINGTON

Also known as:

**24054 TRINITY LANE
SEDRO WOOLLEY
WA
98284**



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