

3/20/2006 Page

1 of

5 12:08PM

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.: 2733591

County: SKAGIT

Document Title(s)

LOAN MODIFICATION

Reference Number(s) of related documents:
199912230019

Grantor(s) (Last, First, and Middle Initial)
JEFF M. PLOEG & CATHY L. PLOEG

Additional Grantors on page 2

Additional Reference #'s on page 2

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

Additional Grantees on page 2

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

LOT 14, PLAT OF SAHLBOM ANNEX, PALTS, PAGES 179 AND 180

Complete legal on page 2

Assessor's Property Tax Parcel/Account Number 4631000014003

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.

When Recorded Return To: MSC First American Title Company P.O. Box 27670 Santa Ana, CA 92799

(SPACE ABOVE THIS LINE FOR RECORDING ONLY)

LOAN MODIFICATION

This Loan Modification Agreement ("Modification"), entered into effective as of the day of February, 2006 between JEFF M PLOEG & CATHY L PLOEG, (Borrower") and MIDFIRST BANK ("Lender"), amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated December 20, 1999, securing repayment of the original principle sum of US \$125,920.00 and recorded as Auditor's File No. 199912230019 Records of Skagit County, Washington, and (2) the Note bearing the same date as, and secured by, the Security Instrument, (the "Note"). The Security Instrument covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at:

1065 CRYSTAL CT, BURLINGTON, WA 98233-2444

and further legally described as follows:

LOT 14, "PLAT OF SAHLBOM ANNEX", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 179 AND 180, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel #46310000140003

The understanding and intentions of Borrower and Lender are to modify the terms of the Note and Security Instrument. In accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.

200603200159 Skagit County Auditor

Skagit County Addi

3/20/2008 Page

2 of

2. As of February 01, 2006 the unpaid principal balance due under the Note and the Security Instrument (the "Unpaid Principle Balance") is US \$130,992.31

The Borrower promises to pay the Unpaid Principle Balance, plus any accrued interest and any other amounts required under the Note and Security Instrument, to the order of the Lender Interest will be charged on the Unpaid Principle Balance at the yearly rate of 8.250% beginning February 01, 2006. The Borrower promises to make monthly payments of principal and interest of US \$984.10, beginning on the 1st day of March, 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 01, 2036, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and 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 payment at MidFirst Bank, c/o Midland Mortgage Co., P.O. Box 268888, Oklahoma City, OK 73126-8888, or at such other place as the Lender may require.

- 3. The Borrower acknowledges and agrees that Borrower will comply with all covenants, agreements and requirements of the Note and Security Instrument as modified herein including, without limitation, the Borrower's covenant 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.
- 4. Nothing in this Modification shall be construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and 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.

200603200159 Skagit County Auditor

3/20/2006 Page

3 of

[To be signed and dated by all Borrowers, endorsers, guarantors, sureties and other parties signing the Note.] Date STATE OF WASHINGTON) ss. **COUNTY OF Skagit** On this day personally appeared JEFF M PLOEG & CATHY L PLOEG to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument on behalf of JEFF M PLOEG & CATHY L PLOEG. GIVEN UNDER MY HAND AND SEAL this My Commission expires PUBLIC

> 200603200159 Skagit County Auditor

3/20/2006 Page

4 of

MIDFIRST BANK By: Name: Craig Parker Title: Vice President

STATE OF OKLAHOMA) ss. COUNTY OF (anadran

On this date personally appeared before me Craig Parker, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Craig Parker signed the same as Vice President fee and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND SEAL this 16 day of Feloruany, 20 00

My Commission expires 4

State of Oklahoma Commission # 04003683 Expires 4/22/08

KATHY ORR Canadian County

Notary Public in and for

Skagit County Auditor

3/20/2006 Page

5 of