

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
INDYMAC BANK, F.S.B.)
C/O ANDRU LE)
3465 EAST FOOTHILL BLVD., 2ND FLOOR)
PASADENA, CA 91107)
Loan No. 121596868)



200606020075

Skagit County Auditor

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CHICAGO TITLE CO.
1035031

MODIFICATION AGREEMENT

(Short Form)

This Modification Agreement ("Agreement") is made as of MAY 23, 2006 , by
SUSAN P. HARRIS, AN UNMARRIED WOMAN

("Borrower") and INDYMAC BANK, F.S.B.,
a federally chartered savings bank

("Lender").

Factual Background

A. Under a construction loan agreement dated JULY 21, 2005 (the "Construction Loan Agreement"), Lender agreed to make a loan (the "Loan") to Borrower. Capitalized terms used here without definition have the meanings given to them in the Construction Loan Agreement.

B. The Loan is evidenced by a Note dated JULY 21, 2005 , made payable to Lender in the stated principal amount of \$203,825.00 . The Note is secured by a Deed of Trust dated JULY 21, 2005 , (the "Security Instrument") executed by Borrower as Trustor, to FIDELITY NATIONAL TITLE , as Trustee for the benefit of Lender as Beneficiary. The Security Instrument was recorded JULY 29, 2005 in the Official Records of SKAGIT County, State of WASHINGTON 200507290190 . The Security Instrument encumbers certain Property located in SKAGIT County, State of WASHINGTON , as more particularly described in Exhibit "A" attached to this Agreement (the "Property"). The street address of the Property is as follows:
10501 CHUCKANUT DRIVE
BURLINGTON, WA 98233

C. As used here, the term "Loan Documents" means the Loan Agreement, the Note, the Security Instrument, and any other documents executed in connection with the Loan, including those which evidence, guarantee, secure or modify the Loan, as any or all of them may have been amended to date.

D. Lender and Borrower have agreed to modify the Loan as provided in a long form Modification Agreement (the "Modification Agreement") of the same date as this Agreement. This Agreement and the Modification Agreement are Loan Documents.

Agreement

Therefore, Borrower and Lender agree as follows:

1. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth here in full.
2. The Loan is amended on the terms and subject to the conditions of the Modification Agreement. Among other things, the principal amount of the Note is now increased to \$ 268,876.00 .
3. The Security Instrument is modified to secure payment and performance of the Loan as amended to date, in addition to all other secured obligations as therein stated.

Susan P Harris 5/26/06
SUSAN P. HARRIS DATE

INDYMAC BANK, F.S.B.,
a federally chartered savings bank

By: _____
Name:
Title:

Martin Martinez

Mp



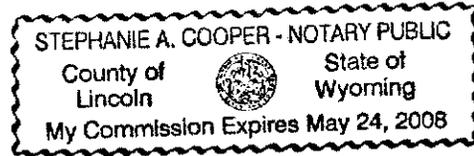
ACKNOWLEDGMENT

STATE OF Wyoming
COUNTY OF Tetm)

On May 26, 2006 before me, Stephanie
A. Cooper [a Notary Public in and for the State of Wyoming personally
appeared Susan P. Harris
[and _____], 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/capacities], 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.

Stephanie A. Cooper
(Signature)



(Space above for official
notarial seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On May 30, 2004

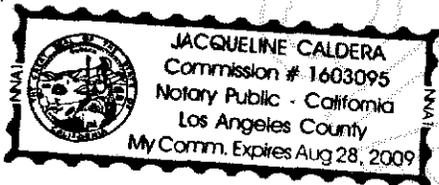
before me, Jacqueline Caldera, Notary Public

personally appeared

Martin Martinez
Name(s) of Signer(s)

personally known to me

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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



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EXHIBIT "A"

That portion of the Southeast Quarter of the Northwest Quarter of Section 30, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of State Highway known as Pacific Highway, as conveyed to the State of Washington by deed dated April 6, 1921, recorded April 26, 1921, in Volume 122 of Plats, page 22, under Auditor's File No. 149369, records of Skagit County, Washington, at a point 348.8 feet North of the South line of said subdivision, said point being the Northwest corner of a tract of land conveyed to Paul B. Jordan, et ux, by deed dated January 19, 1945, recorded February 3, 1945, under Auditor's File No. 377826, records of Skagit County, Washington;
thence Southeasterly along said Pacific Highway a distance of 290.1 feet to the true point of beginning;
thence Northeasterly at right angles to the Northeasterly line of said Pacific Highway a distance of 110 feet;
thence Southeasterly parallel with the East line of said Pacific Highway a distance of 100 feet;
thence Southwesterly along a line running at right angles to the Northeasterly line of said Pacific Highway a distance of 110 feet to the Northeasterly line of said highway;
thence Northwesterly along said Northeasterly line to the highway to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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