

ADJUSTABLE RATE MORTGAGE
MODIFICATION

116122-PE

LOAN NO. 4036326

LAND TITLE OF SKAGIT COUNTY

200607240104
Skagit County Auditor

7/24/2006 Page

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4 11:18AM

(FOR RECORDER'S USE)

MODIFICATION AGREEMENT, made June 27, 2006, between NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA (the "Mortgagee") of 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342, and VASILY YAROVY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY (the "Mortgagor") of 928 HILLCREST DRIVE, BURLINGTON, WA 98233.

RECITALS:

A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated JUNE 24, 2005, in the amount of THREE HUNDRED FORTY THREE THOUSAND FOUR HUNDRED (\$ 343,400.00) Dollars (the "Note"); and

B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded 19, Book Number , Instrument Number , in the office of the Recorder for SKAGIT County, Nevada (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgage Premises"); and

Auditors File Number 200506290087

C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of THREE HUNDRED TWENTY THOUSAND TWO HUNDRED, (\$ 320,300.00) DOLLARS with interest thereon from MARCH 31, 2006.

As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION DATE

☐ As of , 19 , and upon receipt of the payment due that day, certain provisions of the Note or the Mortgage, or both, shall be and the same are modified and amended as so indicated:

V.Y. X As of the date hereof, certain provisions of the Note or the Mortgage or both, shall be and the same are, hereby modified and amended as so indicated:
G.Y.

MODIFICATION OF NOTE

V.Y. X AMOUNT OF NOTE. The principal balance of the Note is increased by adding thereto the sum of SIXTY THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$ 60,600.00) making the new principal balance FOUR HUNDRED FOUR THOUSAND AND 00/100 DOLLARS (\$ 404,000.00).
G.Y.

☐ INTEREST RATE. Effective , 19 , the interest rate of percent (%) per annum is modified to (%) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee. This interest rate is subject to change as described in Section 4 of the Adjustable Rate Rider.

V.Y. X MONTHLY INSTALLMENT. The monthly installments of ONE THOUSAND NINE HUNDRED THIRTY ONE AND 63/100 (\$ 1,931.63) DOLLARS is modified to TWO THOUSAND TWO HUNDRED SEVENTY TWO AND 50/100 (\$ 2,272.50) DOLLARS interest only during interest only period. The monthly installment is subject to change as described in Section 4 of the Adjustable Rate Rider.
G.Y.

V.Y. X MATURITY DATE. The date upon which the entire indebtedness evidenced by the Note and Mortgage, if not sooner paid, shall be due and payable is the FIRST day of AUGUST, 2036.
G.Y.

V.Y. X DATE OF PAYMENT. The due date of the monthly payment is changed to SEPTEMBER 1, 2006, and on the same day of each month thereafter.
G.Y.

☐ LATE PAYMENT CHARGE. A late payment charge may be made in the amount of percent (%) of any

payment fifteen (15) days past due.

☐ **TERMS AND CONDITIONS.** The terms and conditions of the Note are modified to include the terms and conditions as set forth in the Adjustable Rate Rider dated _____, by and between the borrower and the lender. If any of the terms and conditions of the Note conflict with the terms and conditions of the Adjustable Rate Rider, the terms and conditions of the Adjustable Rate Rider shall govern.

MODIFICATION OF MORTGAGE

V.Y.
G.Y. **AMOUNT SECURED.** The principal amount secured by the Mortgage is modified to the sum of FOUR HUNDRED FOUR THOUSAND (\$ 404,000.00) DOLLARS, plus interest as set forth in the Note.

MODIFICATION - OTHER

☐ The Note or Mortgage, or both, are further modified as follows:

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, this Agreement was executed on _____, 19__.

MORTGAGOR:

VASILY YAROVY

GALINA YAROVY

State of Washington Oregon

County of Clackamas

On this 5th day of July, 2006 this agreement was acknowledged before me by Vasily
and Galina Yarovy nc

Maura Cantrell
Notary Public

Clackamas County, OR

My commission expires: May 24, 2008



200607240104

Skagit County Auditor

MORTGAGEE:**NATIONAL CITY MORTGAGE SERVICES CO.**By: Justin D. Nolen
JUSTIN D. NOLENIts: SUPERVISORState of OHIO)County of MONTGOMERY)

On this June 27, 2006, before a Notary Public in and for said County, personally appeared JUSTIN D. NOLEN, the SUPERVISOR of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA., and acknowledged the foregoing agreement on behalf of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY

Elaine M. Ruble

Notary Public

County, _____

My commission expires ELAINE M. RUBLE, Notary Public
in and for the State of OhioMy Commission Expires Jan. 02, 2008

THIS INSTRUMENT DRAFTED BY:
NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA.
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

EXHIBIT A**TO****MODIFICATION AGREEMENT**

Description of Real Estate

LOT 15, "PLAT OF TINAS COMA", AS PER PLAT RECORDED ON AUGUST 14, 2000, UNDER AUDITOR'S FILE NO. 20008110004, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



200607240104
Skagit County Auditor

DESCRIPTION:

Lot 15, "PLAT OF TINAS COMA," as per plat recorded on August 11, 2000, under Auditor's File No. 200008110004, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.