

AFTER RECORDING, RETURN TO:

Colonial National Mortgage,  
a division of Colonial Savings, F.A.  
2626 West Freeway  
Construction Department  
Fort Worth, Texas 76102



200703020052  
Skagit County Auditor

3/2/2007 Page 1 of 3 9:55AM

Loan # 659409

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### LOAN MODIFICATION OF DEED OF TRUST

(Providing for Fixed Interest Rate)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER' LICENSE NUMBER.**

This Loan Modification Agreement ("Agreement"), made this 15<sup>th</sup> Day of November, 2006, between Jeff Burkhalter and Diane Burkhalter, husband and wife ("Borrower") and Colonial Savings, F.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), retained in deed dated April 21, 2006, recorded April 27, 2006, recorded in/under Auditor's No. 200604270081, records of Skagit County, Washington and a Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" 8010 My Way, Sedro Woolley, Washington 98284 described being set forth as follows:

Lot 2 of "Skagit County Short Plat No. 91-090", approved May 25, 2005 and recorded May 26, 2005 under Auditor's File No. 200505260046, being a portion of the Noth 1/2 of Section 14, Township 35 North, Range 5 East, W.M..

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. As of December 1, 2006 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$197,805.00, consisting of the amount(s) loaned to he 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375% from December 1, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$1234.05 beginning on the 1<sup>st</sup> Day of January 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2036 (The "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payment at Colonial Savings, F.A.; P.O. Box 2998, 2626 W. Freeway, Fort Worth, TX 76113, or at such other place as the Lender may require.

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.

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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No.1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
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 proved in this Agreement, the Note and Security Instruments 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 when executed by the Borrower and the Lender. Furthermore, this Agreement is contingent upon a Final Inspection, acceptable to the Lender to be executed prior to the expiration of the interest rate lock and the final title policy endorsement.

Lender: Colonial Savings, F. A.

By: \_\_\_\_\_

Jay Tadlock, Vice-President

\_\_\_\_\_  
Borrower: Jeff Burkhalter

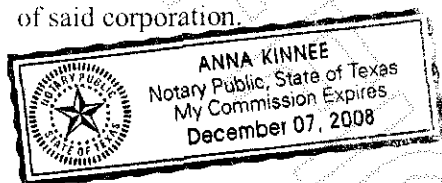
\_\_\_\_\_  
Borrower: Diane Burkhalter



[Space Below This Line for Acknowledgments]

STATE OF TEXAS  
COUNTY OF TARRANT

Before me, the undersigned authority, on this day November 27, 2006 personally appeared Jay Tadlock, Vice-President of Colonial Savings, F. A. A corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



Anna Kinnee  
Notary Public in and for Tarrant County, Texas

STATE of WASHINGTON  
COUNTY of WHATCOM

Sworn to (or affirmed) and signed before me this 22ND day of NOVEMBER, 2006, by Jeff Burkhalter and Diane Burkhalter.

       Personally Known

  X   Produced Identification

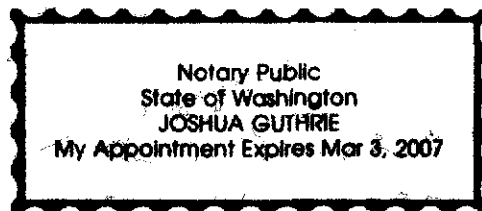
ID Number and Type of ID Washington State Driver's License #'s  
BURKHDT232NV and  
BURKHJL261N7

Notary Public - State of WASHINGTON

Printed Name of Notary JOSHUA GUTHRIE

Notary Signature [Signature]

My Commission Expires 3/3/07



200703020052

Skagit County Auditor