



200703090115

Skagit County Auditor

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## Washington Coversheet

When recorded return to:  
OLD REPUBLIC TITLE COMPANY  
320 SPRINGSIDE DRIVE  
SUITE 320  
AKRON, OH 44333

27-20730457  
Document Title:

**LOAN MODIFICATION AGREEMENT**

Reference Number(s) of related documents:

DEED OF TRUST RECORDED 08/18/2004 AUDITOR'S #200408180047

Grantor(s) – Last name, First name and Middle initial

BARTON, JON R AND DESMOND, MICHELE M

Grantee(s) – Last name, First name and Middle initial

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG  
BEACH MORTGAGE LOAN TRUST 2004-6

Trustee(s) – Last name, First name and Middle Initial

Legal Description – abbreviated form: ie lot, block, plat or section township

LOT 2, SECTION 19, TOWNSHIP 35 N, RANGE 5 E, W.M., SKAGIT COUNTY,  
WASHINGTON

Assessor's Property Tax Parcel / Account Number

P39472

PREPARED BY:  
MOSS CODILIS, L.L.P.  
Two Greenwood Plaza  
6560 Greenwood Plaza Boulevard, Suite 100  
Englewood, CO 80111  
Preparer: Melissa Meltzer

Loan No. 0665935763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

20730459

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is effective made this 29<sup>th</sup> day of **January 2007**, ("Effective Date") between **Jon R. Barton and Michele M. Desmond, each as their separate estate**, (hereinafter, "the Borrower"), and **Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2004-6**, the Note holder and mortgagee. Together, the Borrower and the Trust are referred to herein as "the Parties".

### RECITALS

The Parties enter into this Agreement with reference to the following stipulated facts:

A. On August 11, 2004, Borrower purchased, re-financed or otherwise obtained an interest in a certain real property in Skagit County, Washington. In connection with the acquisition of the real property the Borrower delivered a certain promissory note dated August 11, 2004, in the original principal amount of \$182,750.00 ("Note").

B. The Note was and is secured by a deed of trust, mortgage, applicable riders, addenda or other security instrument ("Security Instrument"), dated August 11, 2004, and recorded August 18, 2004, as Auditor's Number 200408180047, in the official records of **Skagit County** as a lien against the real property described in the Security Instrument, and located at 920 Wicker Road, Sedro Woolley, Washington 98284 (the "Subject Property"), and is more particularly described as:

*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.*  
*PARCEL #: P39472*

C. Borrower is the current owner of record of the Subject Property. No other persons or business entities have ownership, management or control of the Subject Property. Borrower has not assigned, transferred, mortgaged or hypothecated the Subject Property, or any fee estate therein, nor the rents, income and profits of the Subject Property as may be described in the Security Instrument, except as set forth in these recitals.



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D. Borrower has requested that the terms of the Note and Security Instrument be modified. The Parties have agreed to do so pursuant to the terms and conditions stated in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, In consideration of the mutual promises and agreements exchanged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated by reference herein.
2. **Unpaid Principal Balance.** The Parties agree that as of **February 1, 2007**, the unpaid principal balance of the Note and the Security Instrument is **\$182,678.73** (the "Unpaid Principal Balance").
3. **Capitalization.** The Borrower acknowledges that interest on the Unpaid Principal Balance has accrued but has not been paid and the Trust, or the servicer on behalf of the Trust, has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce the interest of the Note holder or mortgagee and that such accrued and unpaid interest, costs and expenses in the total amount of **\$12,865.48** (the "Capitalized Amount") has been added to the indebtedness under the terms of the Note and Security Instrument, as of February 1, 2007.
4. **Modified Principal Balance.** When payments resume on **March 1, 2007**, the new balance due on the loan will be **\$195,544.21** ("Modified Principal Balance"), which consists of \$182,678.73 plus \$12,865.48.
5. **Reamortization.** The Modified Principal Balance will be reamortized over **331** months.
6. **Payment and Interest Adjustments.** Interest will be charged on the Modified Principal Balance at the interest rate of **7.800% per cent per annum** from **February 1, 2007** until **September 1, 2034**. The following terms and provisions of the original Note and Security Instrument are forever canceled, null and void, as of the date of this agreement:
  - a. all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.



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7. **Maturity Date.** If on September 1, 2034, ("Maturity Date"), Borrower still owes any amounts under the Note, Security Instrument or this Agreement, the Borrower shall pay these amounts in full on the Maturity Date.

8. **Payments; Delivery of Payments.** The Borrower promises to pay the Modified Principal Balance, plus interest, to the order of Washington Mutual. Borrower(s) shall make the Monthly Payments described as follows, or at such other place that Washington Mutual may designate:

Washington Mutual  
19850 Plummer Avenue, Mail Stop N070206  
Attention: Default Alternatives  
Chatsworth, CA 91311

9. **Acceleration Upon Unauthorized Transfer.** The acceleration terms under the Note and Security Instrument are incorporated herein by reference.

10. **Effect of this Agreement.** Except to the extent that they are modified by this Agreement, the Borrower(s) hereby reaffirm all of the covenants, agreements and requirements of the Note and 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 obliged to make under the Security Instrument. Borrower(s) further agree to be bound by the terms and provisions of the Note and Security Instrument, as modified hereby.

11. **No Release.** Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, all of the terms, covenants agreements and the Note and Security Instrument will remain unchanged and the Parties will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

12. **Warranties.** Borrower does hereby state and warrant that the above described Note is valid and enforceable in all respects and is not subject to any claims, defenses or right of offset or credit except as herein specifically provided. Borrower does further hereby extend all liens and security interests on all of the Subject Property and any other rights and interests which now or hereafter secure said Note until said Note as modified hereby has been fully paid, and agree that this modification and extension will in no manner impair the Note or any of the liens and security interests securing the same and that all of the liens, equities, rights, remedies and security interests securing said Note shall remain in full force and effect and shall not in any manner be waived. Borrower further agrees that all of the terms, covenants, warranties and provisions contained in the original Note and Security Instrument are now and shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein, until the Note is paid in full and all other obligations under the Security Instrument are fulfilled.



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13. **Further Assurances.** Borrower does further state and warrant that all of the recitals, statements and agreements contained herein are true and correct and that Borrower is the sole owner of the fee simple title to all of the Subject Property securing the Note.

14. **Acknowledgment by Borrower.** As part of the consideration for this Agreement, Borrower agrees to release and waive all claims Borrower might assert against the Trust and or its agents, and arising from any act or omission to act on the part of the Trust or it's agents, officers, directors, attorneys, employees and any predecessor-in-interest to the Note and Security Instrument, and which Borrower contends caused Borrower damage or injury, or which Borrower contends renders the Note or the Security Instrument void, voidable, or unenforceable. This release extends to any claims arising from any judicial foreclosure proceedings or power of sale proceedings if any, conducted prior to the date of this Agreement. Borrowers have and claim no defenses, counterclaims or rights of offset of any kind against Lender or against collection of the Loan.

15. **Bankruptcy Considerations.** Notwithstanding anything to the contrary contained in this Agreement, the Parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Note holder may not pursue the Borrower for personal liability. However, the Parties acknowledge that the mortgagee/beneficiary retains certain rights, including but not limited to the right to foreclose its lien against the Subject Property under appropriate circumstances. The Parties agree that additional consideration for this Agreement is the Trust's forbearance from presently exercising the rights and remedies of the Note holder and mortgagee under the Security Instrument. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability, if the Borrower has obtained a discharge of that liability from a United States Bankruptcy Court.

[signature pages follow]



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BORROWER(S):

Date: 2-6-07

Jon R. Barton  
Jon R. Barton

Michele M. Desmond  
Michele M. Desmond

Michael A. Cook  
Witness Signature  
MICHAEL A. COOK  
Print Name

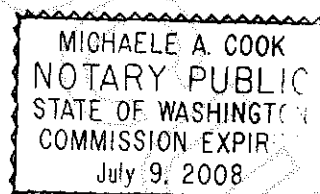
Christine Rowe  
Witness Signature  
Christine Rowe  
Print Name

STATE OF Washington )  
COUNTY OF Skagit ) ss:

On February 6, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon R. Barton and Michele M. Desmond, each as their separate estate, [ ] 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(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.

Michael A. Cook  
Signature of Notary



My commission expires: July 9, 2008



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Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2004-6

By: Washington Mutual Bank, its Attorney-in-Fact

(name) Cassandra Inouye

(title) Vice President

Date: 2/12/07

Witness Signature

Print Name

Witness Signature

Print Name

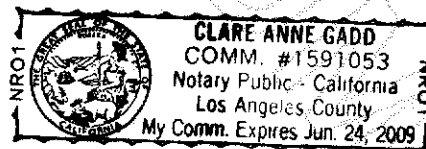
STATE OF **California**  
COUNTY OF **Los Angeles**

FEB 15 2007

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared CASSANDRA INOUE  
[ ☒ ] 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(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.

Clare Anne Gadd  
Signature of Notary



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## EXHIBIT "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 2 in Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the North line of the County Road along the South side of said Lot 2, a distance of 240 feet East of the East line of the County Road along the West line of said Lot 2; thence North a distance of 140 feet; thence West a distance of 105 feet; thence South a distance of 140 feet; thence East a distance of 105 feet to the point of beginning.

Tax ID # P39472



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