Document Return Address: 2701 Wells Fargo Way MAC# X9999-01M Minneapolis, MN 55467 Loan # 0068276856 Prepared by MARISSA WILT 200706150068 Skagit County Auditor

6/15/2007 Page

1 of

13 11:56AM

LAND TITLE OF SKAGIT COUNTY

PERMANENT LOAN EXTENSION AGREEMENT MODIFICATION NEW CONSTRUCTION

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 14TH day of JUNE, 2007, and is incorporated into and shall be deemed to amend, supplement and extend the Mortgage, Deed of Trust, Deed or Security Deed (the "Security Instrument") dated as of the 22ND day of SEPTEMBER, 2006, executed by the undersigned Borrower(s) (referred to herein as "Borrower", whether one or more), in favor of Wells Fargo Bank, National Association ("Lender"). (Lender and its successors and assigns shall be referred to herein as the "Note Holder".) The Security Instrument secures a Note (the "Note") dated the same date as the Security Instrument payable to the order of Lender. All terms defined in the Security Instrument shall have the same meaning in this Agreement and all other terms of the Security Instrument not amended hereby remain in full force and effect.

ORIGINAL MORTGAGE RECORDING INFORMATION

Document Number 200609260224 Date of Recording 9/26/2006 County, State of Recording SKAGIT COUNTY, WA Book and Page Number

Property Address

"Grantor"

martin B. Rusch

Georgia R. Rusch

23301 BUCHANAN ST MOUNT VERNON, WA 98273

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (and each Borrower if more than one) further covenants and agrees as follows:

- 1. PERMANENT LOAN. The Security Instrument, as amended and extended by this Agreement, secures a permanent mortgage loan that replaces a construction loan between Lender and Borrower dated the same date as the Security Instrument and evidenced by the Note with a Construction Loan Addendum Amending Note. The Note, as amended by a Permanent Loan Addendum Amending Note, evidences the permanent mortgage loan. Upon execution of this Agreement and the Permanent Loan Addendum, the terms and conditions of the Construction Loan Addendum Amending Note shall be of no further force and effect.
- 2. **DEFINITIONS.** The definitions set forth in the Security Instrument are amended as follows:

"Lender". Lender's address is Wells Fargo Bank, N.A., P.O. Box 11701, NEWARK, NJ 07101-4701.

"Note". The Note states that the Borrower owes Lender TWO HUNDRED EIGHTY-EIGHT THOUSAND Dollars (U.S. \$ 288,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2037.

"Riders". Riders are to be execu	ted by Borrower [check box a	as applicable]:
o Adjustable Rate Rider o Balloon Rider o VA Rider o Condominium Rider	 2nd Home Rider Biweekly Payment Ride 1-4 Family Rider PUD Rider 	X Manufactured Home er Rider
BY SIGNING BELOW, Borrower and Addendum.	accepts and agrees to the ter	ms and covenants contained in this
BORROWER(S)		1 0 0
+ Mart 8 Rus	ch X	Glorgiak Rusch
Name: MARTIN B. RUSCH	Name	e. GEÖRGIA R. RUSCH
STATE OF WASHINGTON SKAGIT County ss:		
that, being informed of the conten	joing conveyance, and who is its of the conveyance, he/she	I, a Notary Public in and for Carly Land Hose whose where know to me, acknowledged before me acknowledged before m
his/her/triein act on the day the sa	ne bears date. I seal of office this	day of
10re 1007	12/19	
My Commission Expires: 0	125 (01)	A/
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
		Notary Public
1993	The state of the s	

200706150068 Skagit County Auditor

6/15/2007 Page

2 of 13 11:58AM

LENDER SIGNATURE

Name (VP LOAN DOCUMENTATION or above): ALVIN Y. WONG

THE STATE OF WASHINGTON COUNTY OF KING

BEFORE ME, the undersigned authority, on this day personally appeared ALVIN Y. WONG as VP LOAN DOCUMENTATION of WELLS FARGO BANK N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, as the act and deed of said WELLS FARGO BANK N.A.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14TH day of JUNE,

My Commission Expires:

Notary Public for the State of WASHINGTON

Name: SHANNON HOFFMAN

HOFE OF WASHINGTON

Record and F	Return [] by	Mail [] by Pickup to
WFHM FINAL	DOCS X99	99-01M
1000 BLUE	GENTIAN RO	DAD
EAGAN, MN	55121	

REAL PROPERTY AND MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute or release title, mortgage or deed of trust, security filling, transfer of equity and insurance documents and proceeds.)

The undersigned borrower(s), whether one or more, each referred to below as "I" or "me," residing at:

22301 BUCH2	ANAN STREET			
		Street Address		
MOUNT VERNO	N, WA 98273	<u>, ()</u>	("Present Address")
City, State Zip, County		A Same	La parametria.	
I am the Buyer	Owner of the following mar	nufactured home (the	"Manufactured	Home"):
NEW 2007	HOMEBUILDERS NORTHWES	T VISTA NUEVO	58817	040 _X 059
New/Used Year	Manufacturer's Name	Model Name or Mo	idel No.	Length x Width
HB34870R	HB34870R	HB34870R		
Serial No.	Serial No.	Serial No.	Serial No.	
nermanently at	fixed to the real property loo	cated at 23301 BUCHA	NAN STREET	
pormanorm, a.	The state of the party of the state of the s		Stree	t Address
MOUNT VERNO	N, SKAGIT, WA 98273		("Property Ad	Idress") and as more
City, County, S	State Zip			

Page 1 of 4 Initial: MR 502/06

200706150068 Skagit County Auditor

6/15/2007 Page

of 19

13 11:56ANI

particularly described on Exhibit A attached hereto (the "Real Property"). I do hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, WELLS FARGO BANK,

("Lender"), its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated JUNE 14, 2007 executed by me in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the Manufactured Home and to have Lender (or its designee) designated as lienholder on the certificate of title for the Manufactured Home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the Manufactured Home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the Manufactured Home as real estate for tax purposes or to meet any other requirements in order for the loan/financing secured by the Manufactured Home and the Real Property to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents, including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Manufactured Home, the Property and any other property sold with it. I acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number of the manufactured housing unit may not be available or may be inaccurate. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon Lender's receipt of the serial number, I understand and agree that the above items may be completed and/or corrected by Lender to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Limited Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This Limited Power of Attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do further grant unto Lender full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

Page 2 of 4 Initial: 21 S

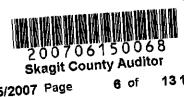


6/15/2007 Page

5 of 13 11:56AM

WITNESS my hand and seal this	day of
Mit R. Russel	
Borrower	Witness
MARTIN B. RUSCH	
Glengra Ki Kusch	
Borrower O GEORGIA R. RUSCH	Witness
Borrower	Witness
Bollowei	***************************************
Borrower	Witness
STATE OF NA)
COUNTY OF THE STATE OF) ss.:
1 Jehr DVP	~ 2m7
On the day of we, the undersigned, a Notary Public in and for	in the year before
manth by lust + (-each	ia k. hish
personally known to me or proved to me on the whose name(s) is (a(e) subscribed to the within	basis of satisfactory evidence to be the individual(s) instrument and acknowledged to me that
he/she/kkey executed the same in his/her/kheir/c	apacity(ies), and that by his/her/their signature(s) on
the instrument, the individual(s), or the person of the instrument.	on behalf of which the individual(s) acted, executed
the mistralilency	
Notary Signature	
1/()	
News British Name	
Notary Printed Name	
Notary Public; State of WY	
Qualified in the County of	
1. 1. 9	
My commission expires: 101 1	
Official Seal:	
·	
Drafted By: MARISSA WILT	[] Check if Construction Loan
Loan Number: 0068276856	

Page 3 of 4 NMFL # 7110 (MALA) Rev 02/06



6/15/2007 Page

1311:56AM

EXHIBIT A

PROPERTY DESCRIPTION

The legal description of the Property Address ("Land") is typed below or please see attached legal description:

SEE ATTACHED LEGAL DESCRIPTION

YEAR - 2007; MAKE - HOMEBUILDERS NORTHWEST; MODEL - VISTA NUEVO 58817; SERIAL - HB34870R

Page 4 of 4 Initial: MP 50 NMFL # 7110 (MALA) Rev 02/06

200706150068 Skagit County Auditor

6/15/2007 Page

7 of 13

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Record and Return [] by Mail [] by Pickup to:
WFHM FINAL DOCS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121
This Instrument Prepared By:
MARISSA WILT
Preparer's Name
600 108TH AVENUE N.E., SUITE 340
Preparer's Address 1
BELLEVUE, WA 980040000
Preparer's Address 2
0068276856
Loan Number

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Page 1 of 4 Initial: MR | Sev 05/07



6/15/2007 Page

8 of 1311:56AM

	A		•
	IN B. RUSCH		<u> </u>
GEOR	GIA R. RUSCH		
	[]	Homeowner signing this Affidavit]:	
halas	duly sworn, on his or her oath state as		
Demi	addy sworm, on his or her dath state as	ionows.	
1.	Homeowner owns the manufactured ho	me ("Home") described as follo	ows:
NEW	2007 HOMEBUILDERS NORTHWEST	VISTA NUEVO 58817	040 _X 059
New/l	Jsed Year Manufacturer's Name	Model Name or Model No.	Length x Width
нв34	870R HB34870R	HB34870R	
Serial		Serial No. Serial N	
3.	The Home was built in compliance with Safety Standards Act. If the Homeowner is the first retail buye manufacturer's warranty for the Home, Insulation Disclosure for the Home, and	er of the Home, Homeowner is (ii) the Consumer Manual for t	in receipt of (i) the he Home, (iii) the
	The Home is or will be located at the fo 1 BUCHANAN STREET, MOUNT VERNON, et or Route, City, County, State Zip Code	llowing "Property Address": SKAGIT, WA 98273	
5. SEE	The legal description of the Property Adaptached Legal Description	Idress ("Land") is:	
YEAR	- 2007; MAKE - HOMEBUILDERS NOR	THWEST; MODEL - VISTA NU	JEVO 58817; SERIAL
	34870R		
		The second of th	
TAX	STATEMENTS SHOULD BE SENT TO: V	VELLS FARGO HOME MORTGAG	E, P.O. BOX 11701,
NEW	ARK, NJ 071014701		
6.	The Homeowner is the owner of the Lar the real property pursuant to a lease in attached to this Affidavit.	nd or, if not the owner of the L recordable form, and the conse	and, is in possession of ent of the lessor is
			11/
7.	The Home [] is [] shall be anchore foundation, constructed in accordance manufacturer's specifications in a mann warranty, and permanently connected t electricity, sewer) ("Permanently Affixed immoveable fixture and a permanent immoveable fixture and a perm	with applicable state and local ler sufficient to validate any apo appropriate residential utilitied"). The Homeowner intends t	building codes and plicable manufacturer's s (e.g., water, gas,

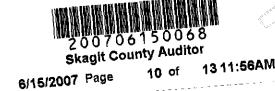
ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Page 2 of 4 NMFL # 7111 (MAHA) 200706150068 Skagit County Auditor

6/15/2007 Page

The Home shall be assessed and taxed as an improvement to the Land. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address: All permits required by governmental authorities have been obtained; (a) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty. The wheels, axles, towbar or hitch were removed when the Home was, or will be, (c) placed on the Property Address; and The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of (d) site-built housing, and (iii) is part of the Land. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and 10. the Land shall be a single transaction under applicable state law. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other 11. claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it. A Homeowner shall initial only one of the following, as it applies to title to the Home: 12. Closing and Agent: please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]: [] The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located. [] The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin. The manufacturer's certificate of origin and/or certificate of title to the Home be [] has been eliminated as required by applicable law. The Home shall be covered by a certificate of title. 13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



executed this Affidavit in my presence and in the
his day of
 '
Witness
Witness
Witness
A STATE OF THE STA
Witness
1 Line Row At
ss: 143
2007
in the year 10-
in and for said State, personally appeared
the basis of satisfactory evidence to be the individual(s
thin instrument and acknowledged to me that
neir dapacity(ies), and that by his/her/their signature(s) or
on behalf of which the individual acted, executed
1/ 1/1/20
(and of they
Notary Printed Name
Qualified in the County of
addantied in the country of
21

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Page 4 of 4 NMFL # 7111 (MAHA)



6/15/2007 Page

|1 of 1

Record and Return [] by Mail [] by Pickup to			
WFHM FIN	IAL DOCS XS	999-01M	<u> </u>
1000 BLU	E GENTIAN	ROAD	
EAGAN, N	N 55121	A STATE OF THE STA	

MANUFACTURED HOME RIDER TO MODIFICATION AGREEMENT

This Rider is made this JUNE 14, 2007, and is incorporated into and amends and supplements the Modification Agreement ("Modification Agreement") of the same date given by the undersigned ("Borrower") to WELLS FARGO BANK, N.A.

("Lender") and

covering the Property described in the Security Instrument and located at: 23301 BUCHANAN STREET, MOUNT VERNON, WA 98273

(Property Address)

Borrower and Lender agree that the Modification Agreement is amended and supplemented as follows:

- 1. Purpose and Effect of Rider. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
- 2. Lender's Security Interest.

All of Borrower's obligations secured by the Security Instrument also shall be secured by the "Manufactured Home." This Rider amends and modifies the Security Instrument to amend and restate the description of the Property to include the "Manufactured Home" as follows:

NEW2007 HOMEBUILDERSNORTHWESTVISTA NUEVO58817040 x 059New/UsedYearManufacturer's NameModel Name or Model No.Length x WidthHB34870RHB34870RHB34870RSerial No.Serial No.Serial No.Serial No.

NMFL # 2970 (MHMA) Rev. 02/06

Initial: MR 5



441 T. :	o the terms and covenants contained in this Rider.
WITNESS my hand and seal this	day of Nu Cost.
Mart B. Rusch	Georgia R. Rusch
Borrower	Borrower 0
MARTIN B. RUSCH	GEORGIA R. RUSCH
Printed Name	Printed Name
Borrower	Borrower
Printed Name	Printed Name
STATE OF	
COUNTY OFSCACT) ss.:
On the	in the year 407 before aid State, personally appeared
whose name(s) is are subscribed to the within in he/she/they executed the same in his/her/their cathe instrument, the individual(s), or the person on the instrument. Notary Signature	Oualified in the County of the individual (s) Oualified in the County of the individual (s) Oualified in the County of the individual (s) on the individual (s) on the individual (s) on the individual (s) on the individual (s) output (s) on the individual (s) output (s) out
Notary Printed Name My commission expires:	
	Official Seal:
Drafted By: MARISSA WILT	[] Check if Construction Loan
Loan Number: 0068276856	

NMFL # 2970 (MHMA) Rev 02/06



6/15/2007 Page

13 of