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Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

121850-pe

P114988
lot 13, Avery Lane

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of July 2007, between JAN L. BURNS and JUANITA E. BURNS, Husband and Wife

("Borrower") and
Eagle Home Mortgage, LLC, A Delaware Limited Liability Company
("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **December 11, 2006** and recorded in Book or Liber , at page(s) , of the **2006-12180203** [Name of Records] Records of

Skagit [County and State, or other Jurisdiction] and (2) the 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," located at **8206 AVERY LANE SW, SEDRO WOOLLEY WA 98284** [Property Address]

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LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

VMP-852R (0502) Form 3179 1/01 (rev. 8/01)

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Initials: *JL*

VMP Mortgage Solutions, Inc.

(800)521-7291

the real property described being set forth as follows:
ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **July 23, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$224,000.00, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.50 %**, from **July 1, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$1,423.66, beginning on the **1st** day of **August 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.50 %** will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **January 1, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at **10510 NE Northup Way #300, Kirkland WA 98033** or at such other place as Lender may require.

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3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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Jan L. Burns (Seal)
JAN L. BURNS -Borrower

Juanita E. Burns (Seal)
JUANITA E. BURNS -Borrower

____ (Seal)
____ -Borrower

Eagle Home Mortgage, LLC (Seal)
-Lender

By: Paul A. Lattin

Paul A. Lattin, Sr. Vice President

____ [Acknowledgments To Be Attached] ____

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STATE OF WASHINGTON

)
)SS.
)

COUNTY OF Skagit

On this 10th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

John & Juanita Burns

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that She & He signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Cindy S. Perry
Notary Public in and for the State of Washington

residing at Lynnwood



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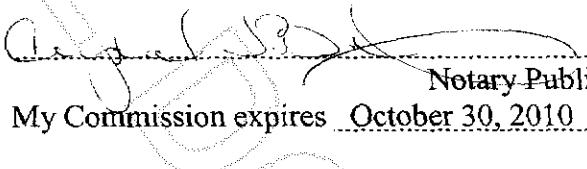
STATE OF OREGON,

County of Washington

} ss.
}

On November 13, 2007, before me personally appeared Paul A. Lattin and Senior Vice President whose identities were established to my satisfaction, and who said that they are the of Eagle Home Mortgage, LLC, a Delaware limited liability company,
NAME OF CORPORATION
that the seal, if any affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was executed on behalf of the corporation by authority of its board of directors; and that they acknowledge the instrument as the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
My official seal the date first written above.


Notary Public for Oregon

My Commission expires October 30, 2010



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DESCRIPTION:

Lot 13, "PLAT OF AVERY LANE," as per plat recorded in Volume 17 of Plats, pages 62 through 64, inclusive, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for road and utilities, over and across Tract "A" (Corporate Road) and Avery Lane as shown on the face of the plat.

Situate in the County of Skagit, State of Washington.

JB JB
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