



200805280086
Skagit County Auditor

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After Recording Return To:
CONSTRUCTION ADMINISTRATION DEPT.
FIRST MUTUAL BANK
P O. BOX 1647
BELLEVUE, WA 98009

LAND TITLE OF SKAGIT COUNTY

126358-PW (Space Above Line for Recording Date)

Loan#: 71-433908-05

MAX
my

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **19th** day of **MAY, 2008**, between **SUSAN DEE ASHENFELTER AND KEVIN EDMUND ASHENFELTER, WIFE AND HUSBAND** ("Borrower") and **First Mutual Bank** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument") dated **NOVEMBER 19, 2007** and recorded in Book or Liber **Recording #: 200711260131** at page(s) **N/A**, of the **N/A** Records of **SKAGIT** County, **WA**, 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 **59252 ROCKPORT CASCADE ROAD, MARBLEMOUNT, WASHINGTON 98267** the real property described being set forth as follows:

THE NORTH 208 FEET OF THE WEST 208 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number(s): **351024-2-005-0000; 351024-2-005-0100**

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 **MAY 1, 2008** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. **\$343,000.00**, consisting of the amount(s) loaned to the 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 **5.875%** (the "initial rate of interest"), from **MAY 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$2,028.97** beginning on the **first** day of **JUNE 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2038** (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 **PO Box 1647, Bellevue, WA 98009** or at such other place as the Lender may require.

3. If all or any part of the Property or if 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 the 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 the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of the period, the Lender may invoke any remedies permitted by the Security instrument with out further notice or demand on the Borrower.

- 4. 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.
- 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 the Borrower and Lender will be bound by, and comply with, all the terms and provisions thereof, as amended by the Agreement.

Susan D. Ashenfelter (Seal) _____ (Seal)
 SUSAN DEE ASHENFELTER

Kevin E. Ashenfelter (Seal) _____ (Seal)
 KEVIN EDMUND ASHENFELTER

Lender: **First Mutual Bank**
 By: Betsy J. Nelson
(Authorized Officer Name)
 FIRST MUTUAL BANK
 Its: BETSY J. NELSON AVP
(Authorized Officer Title)

----- (Space Below this Line for Acknowledgements) -----

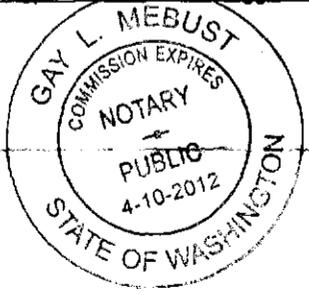
State of WASHINGTON,
County: Snohomish

On this day personally appeared before me SUSAN DEE ASHENFELTER AND KEVIN EDMUND ASHENFELTER to me known to be the individual(s) described in and who executed the within and foregoing instrument, any acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of May, 2008

My Commission expires: 4/10/12

Gay L. Mebust
Notary Public in and for the State of Washington
residing at: Stanwood - Snohomish County



State of Washington,
County: King

I hereby certify that I know or have satisfactory evidence that Betsy Nelson is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the AVP of First Mutual Bank to be his/ her free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 27th day of May, 2008.

My Commission expires: 1-30-2010

J.L. Baradi
Notary Public in and for the State of Washington residing at: ICST



DESCRIPTION:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 35 North, Range 10 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress over, across and upon the following described property.

That portion of the North 30 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24, lying East of the County road.

ALSO, TOGETHER WITH a permanent assignable, non-exclusive easement, to construct, use and maintain by all lawful means and for all lawful purposes, a right of way 60 feet in width over and across the following described lands:

Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 35 North, Range 10 East, W.M., which is the true point of beginning;
thence 85 feet West along the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence Northeasterly to a point on the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence 85 feet South to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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