



200809110081

Skagit County Auditor

9/11/2008 Page

1 of

3

1:58PM

After Recording Return To:  
CLS Dept  
FIRST MUTUAL BANK  
P O. BOX 1647  
BELLEVUE, WA 98009

-----Space Above Line for Recording Date)-----

Document Title: Agreement for Modification

m-9241  
GUARDIAN NORTHWEST TITLE CO.

Reference Number of Documents assigned or released: 200610250114

Grantor(s) 1. Yosemite Management Group, LLC

Grantee(s) 1. First Mutual Bank

2  
ACCOMMODATION RECORDING ONLY

Legal: LOT B, SURVEY #200511220072 PTN. LTS 16-18, BLK 2, BEALE'S MAPLE GROVE ADDN.

Additional legal is on page of documents

Assessor's Property Tax Parcel/Account number(s): 3775-002-018-0000 (P123892)

Loan Number: 71-433139-07

**LOAN MODIFICATION AGREEMENT****(Providing for Fixed Interest Rate and Extension of Mortgage)**

This Loan Modification Agreement ("Agreement"), made this 7th day of August, 2008, between Yosemite Management Group, LLC ("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 October 19, 2006 and recorded in Book or Liber **Recording #:** 200610250114 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 1008 35<sup>TH</sup> ST, ANACORTES, WA 98221 the real property described being set forth as follows:

LOT B, SURVEY #200511220072 PTN. LTS 16-18, BLK 2, BEALE'S MAPLE GROVE  
ADDN.

Assessor's Property Tax Parcel/Account Number(s): 3775-002-018-0000 (P123892)

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 AUGUST 7, 2008 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$109,289.17, 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 9.50% (the "modified rate of interest"), from AUGUST 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,018.13 beginning on the **first** day of SEPTEMBER 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2028 (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.

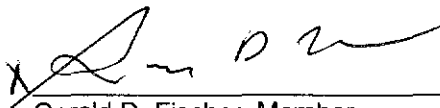
4. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

During the 240 months of the loan term, in any twelve month period, I may prepay up to twenty percent of the original principal amount of this note without a prepayment fee. I will be required to pay a six month interest fee on any amount prepaid in excess of twenty percent of the original principal balance. The penalty will be assessed based on the modified interest rate.

5. 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.

6. 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.

\_\_\_\_\_(Seal)

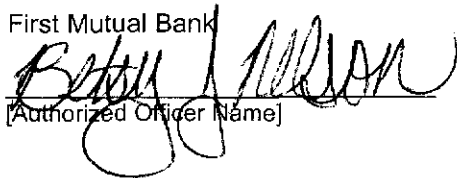
  
\_\_\_\_\_(Seal)  
Gerald D. Fischer, Member  
Yosemite Management Group, LLC

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Lender: First Mutual Bank

By:

  
\_\_\_\_\_  
[Authorized Officer Name]

Its:

FIRST MUTUAL BANK  
BETSY J. NELSON, AVP  
\_\_\_\_\_  
[Authorized Officer Title]

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

STATE OF WASHINGTON,  
County: \_\_\_\_\_

On this day personally appeared before me Gerald D. Fischer to me known to be the individual(s) described in and who executed the within and foregoing instrument, any acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
residing at: \_\_\_\_\_

STATE OF WASHINGTON,  
County: King

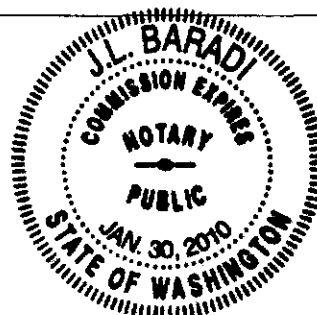
I hereby certify that I know or have satisfactory evidence that Betsy J. Nelson is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she authorized to execute the instrument and acknowledged it as the AVP of First Mutual Bank to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

GIVEN under my hand and official seal this 7th day of AUGUST, 2008.

My Commission expires: 1-30-2010

Notary Public in and for the State of Washington  
residing at: Kent

*See attached acknowledgement*

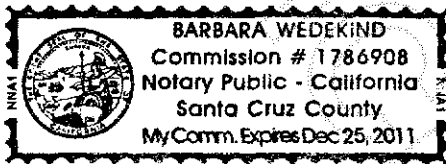


# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On August 20, 2008 before me, Barbara Weckind, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Gerald D. Fischer  
Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Loan Modification

Document Date: August 7, 2008 Number of Pages: 2

Signer(s) Other Than Named Above: Betsy Nelson

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Gerald Fischer

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Yosemite Management Group LLC

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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Skagit County Auditor