



200904030076

Skagit County Auditor

4/3/2009 Page

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4 11:52AM

When recorded mail to: BMPG+
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

5035479

Prepared By: Rosemary Kirksey
U.S. Bank Home Mortgage
16900 West Capitol Drive
Brookfield, WI 53005
Phone: (262) 373-4771

Service Loan Number 7884466562

LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENTION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Extension of the Promissory Note, ("Extension"), entered into effective as of 13 day of Feb., 2009, between *Sherri Stites and Brian E Cypher*, (*Wife and Husband*), ("Borrower"), *U.S. Bank N.A.* ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated *September 21, 2005.*, securing the original principal sum of U.S. *\$75,000.00* recorded on September 23, 2005, Document number 200509230157, in *on of* the *Skagit* County Records in the State of *WA.* The Promissory Note loan Extension, bearing the same date as, and secured by the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located Lot 4 Colony Road Bow WA 98232. *The* real property described being set forth as follows:

SEE LEGAL ATTACHED

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows. (Notwithstanding anything contrary contained in the Note or Security Instrument).

1. As of *October 1 2008*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. *\$71,752.10*

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 a yearly rate of 4.125 %, beginning *November 1 2008*... The Borrower promises to make monthly payments of principal and interest of U. S. \$367.56

beginning on the 1st day of *November 1, 2008*,. And continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2011**, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. **At the time of Maturity date full prinpal balance is due in full.**

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place as the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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; however, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.

4.. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Sherrri Stites
Sherrri Stites

Brian E Cypher
Brian E Cypher

State of: WASHINGTON
County of: SKAGIT

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Sherri Stites and Brian E Cypher, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that They executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state aforesaid this 13TH day of FEBRUARY, 2009.

My Commission Expires: 1-3-2012

Shaunna Forster
Signature Notary Public

3608557739
Notary Phone Number

SHAUNNA FORSTER
Name (typed or printed)



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Skagit County Auditor

Lender:

U.S. BANK N.A

By Patricia A Ludka
Patricia A Ludka, First Vice President



State of: Wisconsin
County of: Milwaukee

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Patricia A Ludka, First Vice President, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 20 day of March, 2009.

My Commission Expires: August 28, 2011

Rosemary Kirksey
Rosemary Kirksey
Name (typed or printed)



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Legal description

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

Lot 4 of Skagit County Short Plat No. 97-0004, approved September 22, 1997, recorded October 1, 1997, in Volume 13 of Short Plats, page 49, under Auditor's File No. 9710010095, being a portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 36 North, Range 3 East, W.M.



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