



200905080106

Skagit County Auditor

5/8/2009 Page

1 of

5 1:00PM

Abbrv. Lot 39, Bay Hill Village Div 1
Vol 14 plats pg 166 + 167

LOAN MODIFICATION AGREEMENT
(Providing for Step Rate/Capitalization)

* An unmarried woman 40475627

This Loan Modification Agreement ("Agreement"), made on 10/6/2008 between Kathy Parish & ("Borrower") and **IndyMac Bank, F.S.B.** ("Lender"), amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$272,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 6/22/2007 and recorded on 8/27/2007, in Book or Liber 0 at page(s) 0, or Instrument or Document No. 200706270201, of the official records of Skagit Washington [County and State or other jurisdiction]. The Security Instrument which was entered into as Security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at: 16750 Augusta Lane, Burlington WA 98233. **When recorded mail to: MPG**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 5099511
Attn: National Recordings 1120

The property described being set forth as follows: SEE EXHIBIT "A"

Assessor's Parcel No. * 45510000390008

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 10/6/2008 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$272,000.00 consisting of the amount(s) loaned to the Borrower by the Lender.

7 months of interest and advances will be capitalized at 6.3750% totaling \$11,215.00 and the loan re-amortized over 480 months. When payments resume on 11/1/2008, the new Unpaid Principal Balance will be \$283,215.00

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 annual interest rate which will change and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule:

Interest Change Date	Interest Rate	Payment Due Date	Monthly P&I
10/1/2008	4.3750%	11/1/2008	\$1,250.56
10/1/2013	6.3750%	11/1/2013	\$1,599.90

Monthly payments will remain fixed at 6.3750% from 11/1/2013 for the remaining term of the loan.

If on 10/1/2048 (the "Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

IndyMac Bank Loan No. 3002901183

The Borrower will make such payments at P.O. Box 78826, Phoenix, AZ 85062 or at such other

place as the Lender may require.

- 3. If all or any part of the Property or 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 it's option, require immediate payment in full of all sums secured by this 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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without 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; however, the following terms and provisions are forever cancelled, 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; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, as 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 the Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

10.17.08
Date

Kathy Parish
Kathy Parish - Borrower

Date

- CoBorrower

State of *Washington*
County of *Skagit*

On this 17th day of October, 2008, before me Patricia Suuringer,
Notary Public, personally appeared Kathy Parish &
personally known to me, or 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, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal

Patricia Suuringer
Signature of Notary Public
(Notary Seal)

IndyMac Bank Loan No. 3002901183



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[Attach Acknowledgment in Accordance with Laws of Jurisdiction]

Lender:
IndyMac Bank, F.S.B.

10/28/08
Date

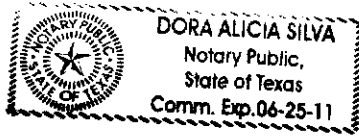
V. Lyn Niles
V. Lyn Niles, Vice President

State of *Texas*
County of *Travis*

On this 28 day of OCT, 2008, before me DORA ALICIA SILVA,
Public, personally appeared V. Lyn Niles, Vice President of *IndyMac Bank, F.S.B., formerly*
IndyMac Inc., personally known to me, or proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her authorized capacity, and that by her signature on the instrument the person,
or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal

Dora Alicia Silva
Signature of Notary Public
(Notary Seal)



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*This is to certify that this instrument was prepared by
Indymac, one of the parties represented in this
instrument.*

Karen Takacs

Title: *Karen Takacs*

Loss Mitigation Title Admin, Indymac

*7700 W. Parmer
Bldg. D, 2nd Floor
Austin, TX. 92707*



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Schedule "A-1"


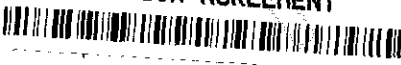
126229-P

" Exhibit A "

DESCRIPTION:

Lot 39, "PLAT OF BAY HILL VILLAGE DIVISION 1," as per plat recorded in Volume 14 of Plats, pages 166 and 167, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

 PARISH
40475627 WA
FIRST AMERICAN ELS
MODIFICATION AGREEMENT




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