



200908030072  
Skagit County Auditor

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**RETURN ADDRESS:**

Merrill Lynch Credit Corporation  
2001 Bishop Gate Blvd.  
Mt. Laurel, New Jersey 08054  
Mail Stop: DC  
Loan #7101980196  
MIN 100020071019801963  
Parcel#P47715

**ORIGINAL**

**DOCUMENT TITLE(S) (or transactions contained therein):**

1. Modification Agreement to Deed of Trust
- 2.
3. 200709280084

**GRANTOR(S): (Last name first, then first name and initials)**

1. Yenokida, Gordon George
2. Yenokida, Michou Mars
- 3.
4. ☐ Additional names are on page \_\_\_\_\_ of document.

**GRANTEE(S): (Last name first, then first name and initials)**

1. Merrill Lynch Credit Corporation and/or Assigns
- 2.
- 3.
4. ☐ Additional names are on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION: (abbreviated: i.e., lot, block, plat or section, township, range)**

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 36 North, Range 3 East, W.M.

☐ Additional legal description is attached as Exhibit \_\_\_\_\_ of document.

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

☐ Additional references (on page \_\_\_\_\_ of document(s))

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 438920-0950-09**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**MODIFICATION AGREEMENT TO DEED OF TRUST**

This **Modification Agreement to Deed of Trust** (the "Agreement") is entered into this 29th day of June 2009 by and between Gordon George Yenokida and Michou Mars Yenokida, Trustees of the Yenokida Family Trust dated March 14, 1994 (the "Borrower") and Merrill Lynch Credit Corporation, a Delaware corporation (herein referred to as "Lender").

**WHEREAS**, Lender is the owner and holder of that certain Deed of Trust and applicable riders dated September 24, 2007, made Mortgagor, as grantor, to Lender recorded on September 28, 2007 in Auditor's/Reception No. 200709280084 in the Public Records of Skagit County, State of Washington (the "Security Instrument"), securing a debt evidenced by a promissory note from by Borrower dated September 24, 2007, in the original principal amount of \$600,000.00 (the "Note"), which Security Instrument encumbers the real property more particularly described therein; and "MER" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**WHEREAS**, the Borrower, being the owner in fee simple of the Property, has requested that Lender modify the Security Instrument and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The last sentence in paragraph E of the Security Instrument is hereby deleted and the following is hereby substituted in its place:

This debt is evidenced by Borrower's note dated the same date as this Security Instrument as modified by the Modification Agreement to Fixed/Adjustable Rate Note dated June 29, 2009 executed by the Borrower and the Lender (collectively, the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2034.

2. As of the date of execution hereof, the terms and conditions of the **FIXED/ADJUSTABLE RATE RIDER** attached to the Security Instrument are deleted in their entirety and replaced with the terms and conditions of the **ADJUSTABLE RATE RIDER** attached hereto as Exhibit A.
3. The unpaid principal balance due under the Note as of the date of this Agreement is \$600,000.00.
4. To the extent permitted by law, Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument and that, if any such right or defenses do exist, they are hereby waived and released.



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5. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any nonconflicting term or conditions stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided herein, the terms of the Note and the Security Instrument remain in full force and effect.
6. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
7. This Agreement contains the entire agreement of the parties hereto with regard to modification of the Note and Security Instrument and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.
8. Simultaneously with the execution hereof, the Borrower has executed and delivered to the Lender a Modification Agreement to Fixed/Adjustable Rate Note (the "Note Modification Agreement"), pursuant to which the Note has been modified. Any reference contained in the Security Instrument or the Note to the Security Instrument or the Note shall hereinafter be deemed to be a reference to the Security Instrument, as amended by this Agreement, and the Note, as amended by the Note Modification Agreement.

Executed on the date first above written.

Mortgage Electronic Registration Systems, Inc  
As nominee for Merrill Lynch Credit Corporation, by  
PHH Mortgage Corporation, Authorized Agent

By: Jorjette C. Witt  
Jorjette C. Witt, Director

Gordon George Yenokida (Seal)  
Gordon George Yenokida, Individually and as  
Trustee of the Yenokida Family Trust dated  
March 14, 1994

Michou Mars Yenokida (Seal)  
Michou Mars Yenokida, Individually and as  
Trustee of the Yenokida Family Trust dated  
March 14, 1994



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STATE OF FLORIDA  
COUNTY OF DUVAL

On this 8th day of July 2009, before me, Katrina R. Smith, Notary Public in and for said state and county, personally appeared Jorjette C. Witt, personally known to me proved to me on the basis of satisfactory evidence to the Director of the MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. As nominee for Merrill Lynch Credit Corporation by PHH MORTGAGE CORPORATION, AUTHORIZED AGENT that executed the within instrument, on behalf of the MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. As nominee for Merrill Lynch Credit Corporation by PHH MORTGAGE CORPORATION, AUTHORIZED AGENT therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

Katrina R. Smith  
Notary Public

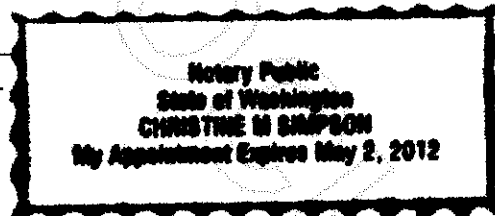


STATE OF WASHINGTON )  
COUNTY OF Whatcom ) SS

On this day personally appeared before me, Gordon George Yenokida to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 07 day of July, 2009.

Christine M. Simpson  
Notary Public in and for the State of Washington  
Residing at Bellevue, WA  
My appointment expires 05/02/2012

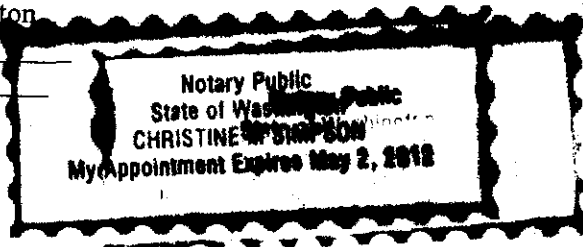


STATE OF WASHINGTON )  
COUNTY OF Whatcom ) SS

On this day personally appeared before me, Michou Mars Yenokida to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 07 day of July, 2009.

Christine M. Simpson  
Notary Public in and for the State of Washington  
Residing at Bellevue, WA  
My appointment expires 05/02/2012



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"Exhibit A to the Modification Agreement to Deed of Trust"

**ADJUSTABLE RATE RIDER**  
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29 day of June 2009 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Merrill Lynch Credit Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1383 CHUCKANUT RIDGE DRIVE, BOW, WA 98232

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** As used below, the "Commencement Date" is 07/01/2009. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of September, 2009 and on that day every one (1) month thereafter. Each date on which my interest rate could change is called a "Change Date."



**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 1 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date twenty-five (25) days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding One and Eight Hundred Seventy-Five / Thousandths percentage point(s) ( 1.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

(i) **Interest-Only Period.** The "interest-only period" is the period from the Commencement Date through 06/30/2019 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid Principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) **Amortization Period.** The "amortization period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

My permanent interest rate, commencing on the first Change Date, will never be greater than my initial permanent interest rate plus five percent (5%), or twelve percent (12%), whichever is greater. My permanent interest rate on the Commencement Date will not be greater than 18%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

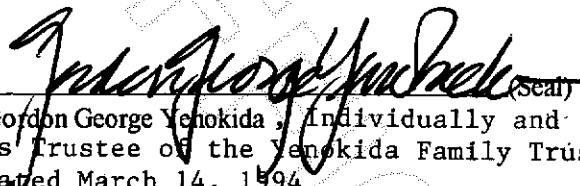
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

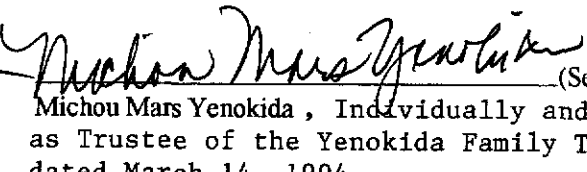


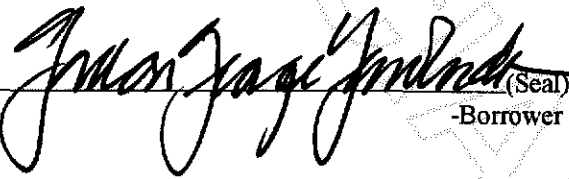
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)  
Gordon George Yenokida, Individually and  
as Trustee of the Yenokida Family Trust  
dated March 14, 1994

 (Seal)  
Michou Mars Yenokida, Individually and  
as Trustee of the Yenokida Family Trust  
dated March 14, 1994

 (Seal)  
-Borrower  
  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower  
  
\_\_\_\_\_  
(Seal)  
-Borrower



### LEGAL DESCRIPTION

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 36 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.



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