



200910080091
Skagit County Auditor

10/8/2009 Page 1 of 2 11:05AM

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

CHICAGO TITLE CO.

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

1C34892

Document Title: Agreement for Modification

Reference Number of Documents assigned or released: 200511280222

Grantor(s) 1. Geoffrey H. Arthur

2. Susan N. Ricketts-Arthur

Grantee(s) 1. First Mutual Bank

Legal: LT 1-3, BLK 3, PLAT OF RESERVED ADD TO TOWN OF MONTBORNE

Additional legal is on page of documents

Assessor's Property Tax Parcel/Account number(s): 4136-003-003-0000 and 4136-003-001-0000

Loan Number: 71-432222-02

LOAN MODIFICATION AGREEMENT

(Providing for Temporary Change in Interest Rate and Terms)

This Loan Modification Agreement ("Agreement"), made this 17th day of September, 2009, between Geoffrey H. Arthur and Susan N. Ricketts-Arthur ("Borrower") and First Mutual Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by a Adjustable Rate Rider of the same date) (the "Security Instrument") dated November 18, 2005 and recorded in Book or Liber **Recording #:** 200511280222 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 18592 Mason Court, Mount Vernon, WA 98274 the real property described being set forth as follows:

See Attached Legal Description

Assessor's Property Tax Parcel/Account Number(s): 4136-003-003-0000 and 4136-003-001-0000

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 September 1, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$161,993.38, consisting of the amount(s) loaned to the Borrower by the Lender, modifications fees, delinquent payments, loan fees, and/or 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 5.000% (the "modified temporary rate of interest") for 6 months effective August 1, 2009. As of September 1, 2009, the Borrower promises to make 6 monthly payments of interest of U.S. \$674.97. Effective February 1, 2010, the "modified temporary rate of interest" will revert back to 7.875% (the "initial rate of interest"). The principal and interest payment will not be re-amortized; therefore a balloon payment will be due at maturity. The principal and interest will be revert back to \$1,218.12 and the Borrower promises to pay monthly payments of principal and interest until the principal and interest are paid in full. If on December 1, 2035 (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.
3. The Borrower understands and agrees that the rate of interest may change on the first day of December, 2015, and the adjustable rate may change on that day every 12th month thereafter on the "Change Date", as such term is defined in the Note and Security Instrument.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 3.075% to the current index.

The Borrower understands the interest rate they are required to pay at the Change Date will not be greater than 12.875% or less than 2.875%. Thereafter, the Borrower's interest rate will never be increased or decreased on any single modified Change Date by more than Five percentage point(s)

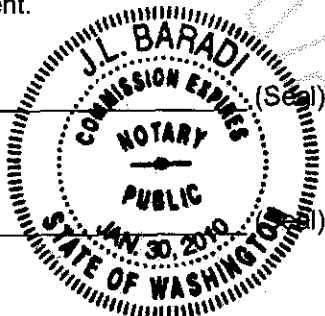
Loan#: 71-432222-02

The Borrower will make such payment at PO Box 1647, Bellevue, WA 98009 or at such other place as the Lender may require.

4. 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.

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.



Geoffrey H. Arthur (Seal)
Geoffrey H. Arthur

Susan N. Ricketts-Arthur (Seal)
Susan N. Ricketts-Arthur

Lender: First Mutual Bank, a Division of Washington Federal Savings

By: Betsy J. Nelson
[Authorized Officer Name]

First Mutual Bank
Its: A division of Washington Federal Savings
[Authorized Officer Title]
Betsy J. Nelson, Officer

(Space Below this Line for Acknowledgements)

STATE OF Washington
County: Skagit
On this day personally appeared before me
Geoffrey H. Arthur and Susan N. Ricketts-Arthur 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
22 day of September, 2009.

My Commission expires: 04-24-2010

Gretchen A. Thomas
Notary Public in and for the State of WA
residing at: Bow, WA

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
Officer of First Mutual Bank, a
Division of Washington Federal Savings to be her
free and voluntary act for the uses and purposes
mentioned in this instrument.

GIVEN under my hand and official seal this
30th day of September, 2009.

My Commission expires: 1-30-2010

Gretchen A. Thomas
Notary Public in and for the State of Washington
residing at: Kurt

