



200911100029

Skagit County Auditor

11/10/2009 Page

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5 10:16AM

Freddie Mac Loan Number: 723804003

CitiMortgage Loan Number: 0008457629

BALLOON LOAN MODIFICATION 21194599

Deed of
(Pursuant to th
Balloon Note Addendu

Return To:

Southwest Financial Services, LTD.

P.O. Box 300

Cincinnati, OH 45273-8043



DF394722

**TWO ORIGINAL BALLOON
MUST BE EXECUTED**

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of November, 2009, between Norman L. Havercroft and Claudia M. Havercroft ("Borrower") and CitiMortgage, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 09/30/04, securing the original principal sum of U.S. \$333,700.00, and recorded as Document number 200410080104, recorded on 10/08/2004, of the County Records of Skagit, Washington, and

(2) the Balloon Note 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 at 6839 GIBRALTAR PLACE, ANACORTES, WA 98221, the real Property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION.

To evidence the election by the Borrower of the Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of November 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$306,945.17.

3. 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 yearly rate of 5.125%, beginning November 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,816.80, beginning on the 1st day of December, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2034 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, MO 63368 or at such other place as the Lender may require.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.

5. 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 of the terms and provisions thereof, as amended by this Modification.

18 OCT 09
Date
Norman L. Havercroft
Norman L. Havercroft Borrower

18 OCT 09
Date
Witness: *Sonya McNett*
Print: Sonya McNett

18 October 2009
Date
Claudia M. Havercroft
Claudia M. Havercroft Borrower

18 October 2009
Date
Witness: *Sonya McNett*
Print: Sonya McNett

Lender: CitiMortgage, Inc. successors in interest by merger to Principal Residential Mortgage, Inc.

By: *Colleen Nentwig*

Name: Colleen Nentwig
Title: Vice President

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mar


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[Space below for Notary Acknowledgment]

STATE OF WA

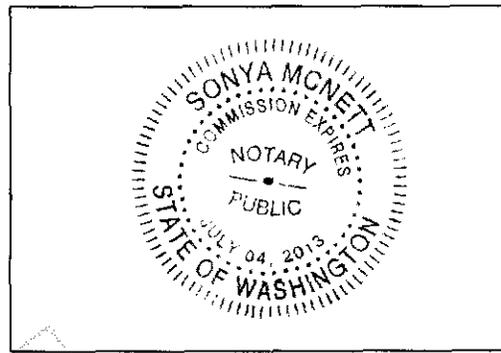
ss.
COUNTY OF Skagit

On 19th October 2009, before me, Sonya McNett, a Notary Public in and for said County and State, personally appeared N.L. & C.M. Havercroft 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 that they executed the same in their authorized capacity (ies), and that by their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.

Notary seal or stamp

Sonya McNett
Signature



My commission expires: 7/4/2013
Notary seal or stamp

Prepared by and when recorded
Return to:
CitiMortgage, Inc.
ATTN: LaSonya Logan
Special Loans Dept., MS 312
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368



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(Individual Acknowledgement)

STATE OF MISSOURI

COUNTY OF ST. CHARLES

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that, Colleen Nentwig personally known to me to be the person who appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 20th day of October, 2009.

S. PORTER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: June 27, 2013
Commission Number: 09479622

S. Porter
Notary Public S. Porter

My Commission Expires: June 27, 2013



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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the county [Type of Recording Jurisdiction]

of Skagit [Name of Recording Jurisdiction]:
Lot 15, "GIBRALTER HEIGHTS," as per plat recorded in Volume 10 of Plats, pages 52 and 53, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Parcel ID Number: 4213-000-015-0008 (P78327) which currently has the address of
6839 Gibraltar Place [Street]
Anacortes [City], Washington 98221 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances
HAVERCROFT, NOR 5029772-401

Initials: *HC*

6A(WA) (0012)

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Form 3048 1/01

200410080104
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