



200912040018
Skagit County Auditor

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Created by:

ResMAE Mortgage Corporation
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When Recorded Mail to:

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LOAN MODIFICATION WORKOUT AGREEMENT

This Loan Modification/Workout Agreement ("Modification") is effective 08/06/09, by and between **Mortgage Electronic Registration System, Inc., P.O. Box 2026, Flint MI 48501-2026**, as nominee for **ResMAE Mortgage Corporation** designated as the BENEFICIARY (the "Lender"), and **REX W ORKNEY AND NANCY L MYLROIE** (the "Borrower"). This amends and supplements (1) the Note (the "Note") made by the Borrower, dated **May 22, 2007** in the original principal sum of U.S. **\$414,000.00** and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on **June 4, 2007** as **Instrument Number 200706040220** in **Skagit County, Washington**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real (and personal property, if any) described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **570 Klamath Drive, La Conner WA 98257**. That real property is also described as follows: **SEE ATTACHED LEGAL DESCRIPTION**.

The Borrower promises to pay to the order of the Lender the Unpaid Principal Balance of U.S. **\$447,126.45**, plus interest, until the Unpaid Principal Balance has been paid.

A. Interest will accrue on the Unpaid Principal Balance at the adjusted yearly rate of **7.043%**, beginning **August 1, 2009**, and the Borrower promises to make adjusted monthly payments of principal and interest of U.S. **\$3,057.24**, plus any amounts due for the escrow account, beginning on the **1st day of September, 2009**, and continuing thereafter on the same day of each succeeding month, provided, however, that the terms of this paragraph A are conditioned upon the Borrower making the first **three** monthly payments in the amount and on the due dates specified therein.

B. If the Borrower shall fail to make any one of such first **three** monthly payments in the amount and on the due dates specified in paragraph A, (1) the terms of Paragraph A shall be revoked, (2) beginning with the date of such failure, interest shall accrue on the Unpaid Principal Balance at the yearly rate of **9.015%** and the monthly payments shall be U.S. **\$3,335.61** [OR: the interest rate and the monthly payments shall be as specified in {OR determined in accordance with} the Note and Security Instrument], and (3) Borrower will pay to the Lender, with respect to each monthly payment made at the adjusted amount, the difference between such payment and the amount which would have been payable if clause (2) above applied, together with interest on such difference from the date of such adjusted payment. On **June 1, 2037** (the "Maturity Date"), the Borrower will pay in full all of the remaining amounts of the Unpaid Principal Balance and any unpaid interest thereon under the Note and the Security Instrument as amended by this Modification. The Borrower will make such payments at **P.O. Box 7149, Pasadena, CA 91109-7149** or at such other place as the Lender may require. If at anytime the Borrower fails to pay or perform as required by this agreement, then the Lender reserves the right to proceed with foreclosure proceedings.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the liability of the Borrower(s) for the underlying debt has been discharged as a result of a prior bankruptcy proceeding, ResMAE Mortgage Corporation hereby acknowledges that it is not assessing personal liability for the debt to the Borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the Security Instrument.

8/6/09
Date

[Signature]
REX W ORKNEY -Borrower

8.6.09
Date

[Signature]
NANCY L MYLROIE -Borrower

[Signature]
Witness Signature for Borrower

[Signature]
Witness Signature for Borrower

STATE OF WASHINGTON, Skagit County ss:
On this 6th day of August 2009, before me, a Notary Public for the State of WASHINGTON, personally appeared REX W ORKNEY AND NANCY L MYLROIE known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My Appointment expires: June 1, 2011

**Notary Public
State of Washington
MARELLA D. DUBUQUE
MY COMMISSION EXPIRES
JUNE 1, 2011**

MARELLA D. DUBUQUE
[Signature]
Notary's Signature for WASHINGTON
Residing at La Conner County, WASHINGTON

RESMAE MORTGAGE CORPORATION

8/17/09
Date

[Signature]
RONDA SCHRADER, VICE PRESIDENT -Lender

[Signature]
Witness Signature for Lender

[Signature]
Witness Signature for Lender

STATE OF KANSAS, Johnson County ss:
On this 17th day of August 2009, before me, a Notary Public for the State of Kansas, personally appeared RONDA SCHRADER, VICE PRESIDENT FOR RESMAE MORTGAGE CORPORATION known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My Appointment expires:

**NOTARY PUBLIC
STATE OF KANSAS
Candace Anderson
Expiration Date: 02/21/12**

[Signature]
Notary's Signature



Legal Description

A leasehold interest in the following described tract:

Lot 570, "SURVEY OF SHELTER BAY DIV. 3, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 43 of Official Records, pages 839 to 842, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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