

Return To:
HOMESTREET BANK
2000 TWO UNION SQUARE
601 UNION STREET
SEATTLE, WA 98101
ATTN: SINGLE FAMILY ASSET MANAGEMENT
FERNANDO ESPINA



201202080053
Skagit County Auditor

2/8/2012 Page 1 of 6 1:25PM

MIN# 100047200004076476
Tax ID# 4359-000-019-0008 (P80170)
ABBRV LEGAL LOT 19, COLLEGE MEADOW

GUARDIAN NORTHWEST TITLE CO.
m9617
Loan Number: 407647

ACCOMMODATION RECORDING ONLY

LOAN MODIFICATION AGREEMENT

(Interest Only ARM Rate Modification)

THIS LOAN MODIFICATION AGREEMENT (the "Agreement"), made this 30th day of November, 2011 by and between ASKHER INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY (individually, or if more than one, the "Borrower"), HomeStreet Bank, a Washington state chartered savings bank (including successors or assigns, the "Lender"), and Mortgage Electronic Recordings Systems, Inc., a Delaware corporation and nominee for Lender ("MERS").

Recitals

A. Lender previously made a loan (the "Loan") to Borrower evidenced by that certain Promissory Note dated February 7, 2007 in the original principal amount of \$172,000.00 (including any riders or modifications thereto, the "Note").

B. The Note is secured by a Deed of Trust (the "Security Instrument"), executed by Borrower as grantor, for the benefit of Lender as beneficiary, recorded on February 7, 2007 under Recording No. 200702090167, in the Official Records of Skagit County, Washington (including any riders or modifications thereto, the "Security Instrument"). MERS is acting solely as a nominee for Lender and Lender's successor and assigns and is the beneficiary under the Security Instrument.

* 200702090168

Property described in the Security Instrument is referred to herein as the "Property."

"Property," located at 2300 Moody St Mount Vernon, WA 98274, the real property described being set forth as follows:

LEGAL DESCRIPTION .

LOT 19, "COLLEGE MEADOW", ACCORDING TO THE PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 **June 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$171,997.52**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

| | | |
|--|----------------------|---------------------|
| Principal | | \$171,997.52 |
| Interest earned but not yet paid ("Delinquent Interest") | From: n/a To: n/a | \$0.00 |
| Escrow charges ("Delinquent Escrow") | From: n/a To: n/a | \$0.00 |
| TOTAL: | | \$171,997.52 |

2. **Lender's Forbearance.** In exchange for (a) Borrower's non-refundable payment of a modification fee totaling **\$237.50** to be received by Lender prior to effectiveness of this Agreement; (b) Borrower's payments described below; (c) Borrower's execution of this Agreement, and (d) Borrower's complete performance of each obligation under this Agreement, the Note, and the Security Instrument, Lender agrees not to accelerate the Loan or take further action to foreclose on the Property. Borrower understands and agrees, however, that Lender's forbearance is subject to the terms and conditions set forth in this Agreement and that Lender has not agreed to waive or defer any future non-compliance with this Agreement, the Note, or the Security Instrument. Borrower agrees that a default under this Agreement constitutes a default under the Note and the Security Instrument, and that upon such default, or any other default under the Note or Security Instrument, Lender may exercise any or all of its rights and remedies pursuant to the Note and the Security Instrument, including, without limitation, its rights to accelerate the Loan and foreclose the security interests granted to Lender in the Security Instrument.

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 in accordance with the Note and Security Instrument. Such interest is currently **4.00%**, from **May 1, 2011**. The Borrower promises to make monthly payments of interest only in the amount of U.S. **\$573.33**, beginning on the 1st day of **June 1, 2011**, and continuing thereafter on the same day of each succeeding month until the next payment change date of **April 1, 2012**, as specified in the Note. Principal and interest payment will be due as specified in the original terms of the Note.

4. **Maturity Date.** The Maturity date is hereby **March 1, 2037**, if 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.

The Borrower will make such payments at:

HOMESTREET BANK, 601 UNION STREET, SUITE 2000, SEATTLE, WASHINGTON 98101

5. 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 its 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.

6. 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.



7. 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 of the terms and provisions thereof, as amended by this Agreement.

8. Acknowledgment of Default and Borrower's Obligations. The recitals stated above are true and correct. The amounts listed above and any additional amounts that subsequently accrue or are incurred pursuant to the Note and Security Instrument (as each may be modified by this Agreement) are due and owing and not subject to any setoff, deduction, counterclaim, or defense of any kind. Except as expressly modified in this Agreement, the Note and the Security Instrument remain in full force and effect and are valid and binding obligations.

9. Delinquencies Capitalized. Commencing on June 1, 2011 the amounts identified in Recital 1 as Delinquent Interest, Delinquent Escrow, and Delinquent Fees (collectively, the "Delinquent Amount") shall be added to the outstanding principal balance of the Loan and shall begin accruing interest at the applicable interest rate in accordance with the Note, Security Instrument and this Agreement.

10. Post-Modification Escrow Payments. For the remaining Loan term, Borrower shall pay into an escrow account maintained by Lender such sums as are necessary to satisfy payment of taxes and/or insurance premiums related to the Property. Borrower shall make escrow payments concurrently with each regular monthly payment of principal and interest as stated in this Agreement. The initial escrow payment amount shall be \$190.17, which amount is subject to change.

11. Release of Claims. Borrower, on behalf of Borrower and Borrower's legal representatives, successors and assigns, hereby releases, waives, acquits and discharges Lender and Lender's legal representatives, parent and affiliated corporations, successors-in-interest, agents, attorneys, assigns, employees, shareholders, officers and directors (collectively, "Releasees"), from and of any and all liabilities, claims, demands, defenses, actions, causes of action and rights of whatsoever kind and nature (collectively, "Claims"), known or unknown, foreseen or unforeseen, which Borrower may now or hereafter have against any Releasee, existing or occurring prior to or as of the execution and delivery of this Agreement, and which in any way, directly or indirectly, relate to, result from or arise out of the Loan or any transactions related thereto, including without limitation, any Claims relating to, resulting from or arising out of the negotiation, making, funding, administration or collection of the Loan and any purported oral agreements or understandings by and between Borrower and any Releasee concerning the Note, the Security Instrument and any amendments, modifications or forbearances of the Note or the Security Instrument.

Borrower understands and agrees that the release set forth above is a full and final release that extinguishes all claims whether known, unknown, foreseen or unforeseen.

12. Interpretation and Modification. This Agreement supersedes and replaces any prior negotiations, agreements or understandings, whether written, oral, or implied, between Borrower and Lender concerning the subject matter of this Agreement. Except as specifically modified by this Agreement, the Note and the Security Instrument remain unchanged and in full force and effect, except to the extent discharged by a bankruptcy proceeding, in which case execution by a discharged debtor is solely as an owner of the Property that secures the Loan and does not establish any personal liability for such debtor. This Agreement modifies the Note and the Security Instrument only as expressly provided herein, and shall not be deemed, interpreted, or construed as a novation, replacement, or substitution of the Note or the Security Instrument, which remain in full force and effect. To the extent of any inconsistency between this Agreement and the Note and the Security Instrument, the provisions of this Agreement shall prevail. Any capitalized term not defined in this Agreement shall have the meaning ascribed in the Note or, if not defined in the Note, in the Security Instrument. This Agreement may only be modified or amended in writing by an agreement executed by Lender.

13. Termination. If Borrower does not make any payment required by this Agreement in full and within fifteen (15) days of the date on which it is due, or Borrower commits any additional default under the Note or the Security Instrument, Lender may, in its sole discretion, terminate this Agreement and declare all amounts owing to Lender to be immediately due and payable in accordance with the Note, Security Instrument, and this Agreement.



14. **Severability.** If any terms or provisions of this Agreement are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Agreement.

15. **Borrower's Understanding.** Borrower has read this Agreement in its entirety has been advised to seek legal counsel regarding the subject matter of this Agreement and has had an opportunity to seek legal counsel. Borrower has voluntarily entered into this Agreement and Lender has not attempted to coerce Borrower in any way. Borrower agrees that no ambiguity in this Agreement shall be construed against Lender.

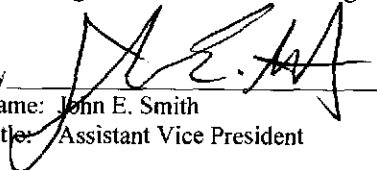
16. **Borrower's Cooperation.** If so requested by Lender, Borrower shall execute such documents as Lender may require in its sole discretion to ensure the continued priority of the Security Instrument. Lender may also require subordination agreements from any or all persons or entities with an interest in the Property. If Lender requires any documents or agreements pursuant to this Section 10, receipt by Lender of such documents or agreements shall be a condition to effectiveness of this Agreement.

17. **Annual Review.** We reserve the right, at our sole option, to conduct an annual review of your mortgage account. If we elect to conduct an annual review; Individual, entity, and property financial records will be provided by the borrower(s), guarantors, and other related entities including but not limited to Grantors as deemed necessary by the Lender to complete its annual review. Borrower, Guarantor and or Grantor herein consent and covenant to produce all requested records in a timely manner. We may require a new appraisal of the Property which secures your mortgage, including an internal inspection, at the time of the annual review. If we conduct an annual review, you agree to reimburse us for any costs we incur in connection with the annual review including but not limited to the cost of appraisal. If we elect not to conduct an annual review, this will not affect our right to conduct an annual review in the future.


STATUTORY NOTICE: UNDER WASHINGTON LAW MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY HOMESTREET BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

Executed as of the date first written above.

HOMESTREET BANK,
a Washington State Chartered Savings Bank

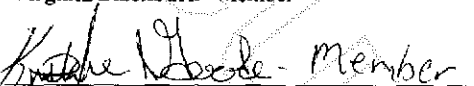
By 
Name: John E. Smith
Title: Assistant Vice President

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,** a Delaware
corporation and Nominee for Lender

By 
Name: John E. Smith
Title: Assistant Secretary

ASKHER INVESTMENTS, LLC


Virginia Blackburn - Member


Kristofer Goode - Member


Virginia Blackburn - Borrower

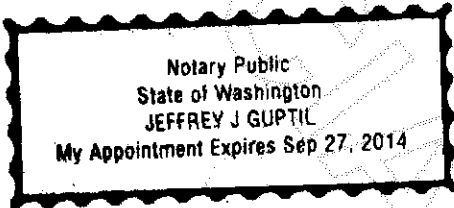


201202080053
Skagit County Auditor

State of Washington
County of Skagit SS.

On this 30th day of November, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Blackburn to me known to be the individual described in and who executed the foregoing instrument, and acknowledged it as the member of Askher Investments, LLC to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

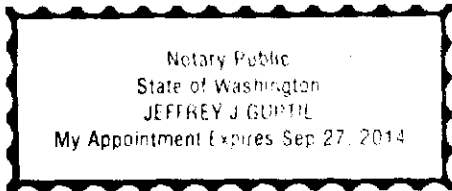


[Signature]
Printed Name Jeffrey J. Guptil
Notary Public in and for the State of Washington,
residing in 920 S Burlington Blvd 98233
My commission expires: Sep 27, 2014

State of Washington
County of Skagit SS.

On this 30th day of November, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Blackburn to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.



[Signature]
Printed Name Jeffrey J. Guptil
Notary Public in and for the State of Washington,
residing in Burlington, WA 98233
My commission expires: Sep 27, 2014

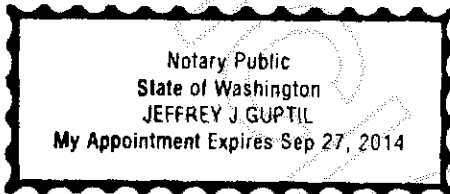


201202080053
Skagit County Auditor

State of WA
County of Skagit SS.

On this 30th day of November, 2011, before me the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Kristofer Goode to me known to be the individual described in and who executed the foregoing instrument, and acknowledged it as the member of Askher Investments, LLC to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year first above written.

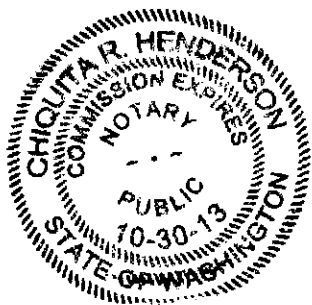


Jeffrey J. Gupta
Printed Name: Jeffrey J. Gupta
Notary Public in and for the State WA
Residing in Burlington, WA 98233
My commission expires: Sep 27, 2014

State of Washington
County of King SS.

On this 2nd day of December, 2011, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Smith, to me known to be the Assistant Vice President of HomeStreet Bank and Assistant Secretary of Mortgage Electronic Recording Systems, Inc. the entities that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entities, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Chiquita R. Henderson
Printed Name: Chiquita R. Henderson
Notary Public in and for the State of Washington,
residing in Seattle
My commission expires: 10-30-2013



201202080053
Skagit County Auditor