

Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: Elyse Hockett,
Document Procurement
CHL Loan: 3556353



200012290011
Skagit County Auditor

12/29/2000 Page 1 of 3 9:07:51AM

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST

This Loan Modification Agreement (the "Agreement"), made this 22nd day of November 2000 between John Mellor, and Kalli J. Mellor, (the "Borrowers") and Countrywide Home Loans, Inc., ("Countrywide"), amends and supplements that certain Deed Of Trust between Full Spectrum Lending, Inc., and John Mellor, and Kalli J. Mellor, Husband and Wife, dated March 9, 2000 and recorded on March 14, 2000, as Instrument No. 200003140048, in the Official Records of the Skagit County, State of Washington (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as: 1911 7th Street,
Sedro Woolley, Washington 98284

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

TO INCORPORATE THE TYPED NAME OF KALLI J. MELLOR ON PAGE 5 OF THE DEED OF TRUST (SIGNATURE LINE) ORIGINALLY NOT CONTAINED IN THE RECORDED DEED OF TRUST.

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Countrywide Home Loans, Inc.


By: Steve Johnson
Its: 1st Vice President


John Mellor


Kalli J. Mellor

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF _____)

COUNTY OF _____)

SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this _____ day _____ personally appeared _____, or proved to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2000.

Notary Public

(SEAL)

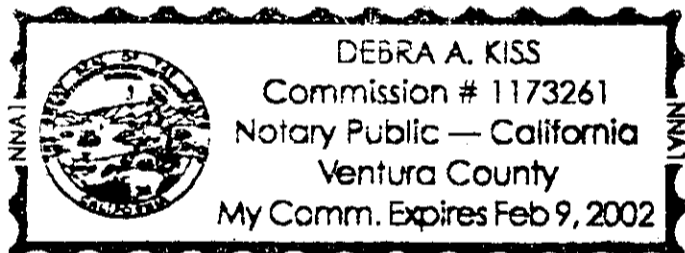
STATE OF CALIFORNIA)

COUNTY OF VENTURA)

SS.

On this 22 day of December 2000, before me, Debra A. Kiss, Notary Public, personally appeared Steve Johnson, personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Debra A. Kiss

Notary Public

Notary Public

Commission Expires:

February 9, 2002



200012290011

, Skagit County Auditor

UNOFFICIAL INSTRUMENT

STATE OF WASHINGTON

County of Snohomish

} ss:

On this day personally appeared before me

John R. Mellor and
Kalli J. Mellor

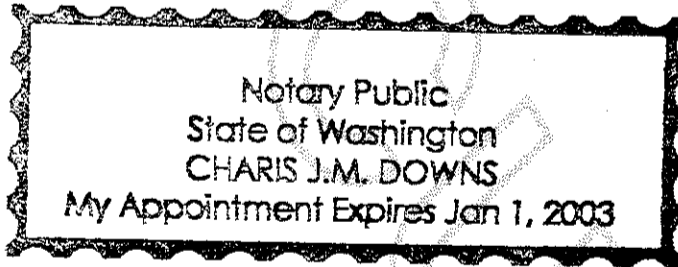
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this

19th day of December, 2000.

[Signature]
Notary Public in and for the State of Washington, residing at Bothell.

My Appointment Expires on January 1, 2003.



200012290011
, Skagit County Auditor