

Return Address:

US RECORDING, INC
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200205090231
Skagit County Auditor
5/9/2002 Page 1 of 10 12:11PM

Please print or type information. **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. LOAN MODIFCATION 2. 10640418 3. 4.
Reference Number(s) of Documents assigned or released: INST:# 9709020097
Grantor(s) (Last name first, then first name and initials) 1. JOHN P. BEMKE 2. MARSHA BEMKE 3. 4.
Grantee(s) (Last name first, then first name and initials) 1. CHASE MANHATTAN MORTGAGE CORP. 2. 3. 4.
Legal description TRACT 23 AND 24, PLAT OF LONESTAR'S ADD. TO TNEY OF CONCRETE SKAGIT COUNTY, WASHINGTON
Assessor's Property Tax Parcel/Account Number 4628-000-024-0003
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

~~After Recording Return To:~~
Loan Servicing, Inc.
[Company Name]
Attn: Wayne McGuffin
[Name of Natural Person]
4254 Spring Valley Road
[Street Address]
Dallas, Texas 75244
[City, State, Zip]

Prepared By:
RUTH RUHL, P.C. and Co-Counsel,
Routh, Crabtree & Fennell

Freddie Mac Loan No.: 717463380
Loan No.: 1923156609

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective April 1st, 2002, between
John P. Bemke and Marsha Bemke, husband and wife ("Borrower") and
Chase Manhattan Mortgage Corporation ("Lender")

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated August 22, 1997, in the original principal sum of U.S.\$ 110,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on September 2, 1997, in Book/Liber N/A, Page N/A, Instrument No. 9709020097, Official Records of Skagit County, Washington. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 337 West Main, Concrete, Washington 98237.



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um B

That real property is described as follows:

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

TRACTS 23 AND 24, "PLAT OF LONESTAR'S ADDITION TO THE CITY OF CONCRETE", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 163, 164, 165 AND 166, RECORDS OF SKAGIT COUNTY, WASHINGTON.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 8,804.78 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 1st, 2002 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 114,353.67
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.500 % beginning April 1st, 2002 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 752.53 , beginning on the 1st day of May, 2002 and continuing thereafter on the same day of each succeeding month. If on April 1, 2042 , (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 Chase Manhattan Mortgage, 3415 Vision Drive, Columbus, Ohio 43219 or at such place as the Lender may require.



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4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.500 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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 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.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
 Modification Due on Transfer Rider



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Freddie Mac Loan No.: 717463380
Loan No.: 1923156609

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

3-27-2002
Date

[Signature] (Seal)
John F. Bemke -Borrower

3/27/02
Date

[Signature] (Seal)
Marsha Bemke -Borrower

Date

(Seal)
-Borrower

Date


(Seal)
-Borrower

April 05, 2002
Date

Chase Manhattan Mortgage Corporation
-Lender

By: [Signature]
Lyn R. Fitter
Its: Assistant Vice President

(Corporate Seal)


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[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

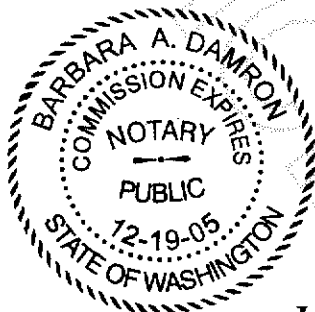
State of Washington §
§ ss.:
County of Skagit §

I certify that I know or have satisfactory evidence that John P. Bemke and Marsha Bemke

[name of person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3-27-02

(Seal)



Barbara A Damon
(Signature)
Notary Public
(Title of Office)
Skagit County
(Place of Residence of Notary Public)

LENDER ACKNOWLEDGMENT

State of Ohio §
§ ss.:
County of Franklin §

On this 05 day of April, 2002, before me personally appeared Lyn R. Fitzer, secretary, treasurer, or other authorized officer or agent, as the case may be) of said entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)



CHRIS DOBES
Notary Public, State of Ohio
My Commission Expires 12-23-06

Chris Dobes
(Signature)
Notary Public
(Title of Office)
Franklin County, Ohio
(Place of Residence of Notary Public)



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Skagit County Auditor

ACKNOWLEDGMENT (WASHINGTON)

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Loan No.: 1923156609

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of April, 2002 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by John P. Bemke and Marsha Bemke, husband and wife

(the "Borrower")

and Chase Manhattan Mortgage Corporation

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 337 West Main, Concrete, Washington 98237

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

JPR
Initials _____ Initials _____ Initials _____ Initials _____

MULTISTATE MODIFICATION DUE ON TRANSFER RIDER
FHLMC UNIFORM INSTRUMENT

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Loan No.: 1923156609

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

3-27-2002
Date

John P. Bemke (Seal)
John P. Bemke -Borrower

3/27/02
Date

Marsha Bemke (Seal)
Marsha Bemke -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Chase Manhattan Mortgage Corporation (Seal)
-Lender

April 05, 2002
Date

By: *Lyn R. Eitner*
Lyn R. Eitner

Its: Assistant Vice President



FROM : L

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**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In re:)
JOHN PHILLIP BEMKE)
and)
MARSHA LYNN BEMKE)
Debtor(s))

Bankruptcy No. 01-15002
AFFIDAVIT OF MAILING
DEBTOR'S STATEMENT OF INTENT

STATE OF WASHINGTON)

SS

COUNTY OF SKAGIT)

Barbara F. Kempton being first duly sworn on oath, deposes and says: I am a citizen of the United States of America, residing in the State of Washington, over the age of majority, and competent to be a witness herein.

On May 2, 2001, I deposited in the United States mail, postage prepaid, the above listed documents to:

**CHASE MANHATTAN MORTGAGE CORP
PO BOX 78920
PHOENIX AZ 85062-8920**

**AMERICREDIT FINANCIAL SERVICES
PO BOX 182673
ARLINGTON TX 76096-2673**

**ALASKA USA FEDERAL CREDIT UNION
PO BOX 196613
ANCHORAGE AK 99519-6613**

Barbara F. Kempton

Barbara F. Kempton

Signed and affirmed before me this 2nd day of May, 2001, by the said Barbara F. Kempton



Kathi Osborne

Notary Public for the State of Washington
Residing at Mount Vernon
My Commission Expires: 8-1-04



200205090231
Skagit County Auditor

LAW OFFICE OF KAMB & KAMB
John G. Kamb, Sr. John G. Kamb, Jr.
WSBA#00846 WSBA#12510
702 Main Street, Mount Vernon WA 98273-3893
(360) 336-6744

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the 1st day of April, 2002, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by John P. Bemke and Marsha Bemke, husband and wife

and Chase Manhattan Mortgage Corporation (the "Borrower"),

covering the Property described in the Loan Modification Agreement located at: 337 West Main, Concrete, Washington 98237 (the "Lender"),

(Property Address)

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

3-27-2002
Date

John P Bemke
John P. Bemke (Seal)
-Borrower

3/27/02
Date

Marsha Bemke
Marsha Bemke (Seal)
-Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

April 05, 2002
Date

Lender: Chase Manhattan Mortgage Corporation

By: *Lyn K. Fitzer*
Lyn K. Fitzer

As: Assistant Vice President



U10640418-010R10

LDAN MODIF AGREE
REF# 20149600
US Recordings



200205090231
Skagit County Auditor

UNOFFICIAL DOCUMENT