

AFTER RECORDING MAIL TO:

Name: First American Title
Address: 3355 Michelson
Suite 250
City / State: Irvine, CA 92612
Attn: Loan Mod Dept



200207030041


Skagit County Auditor

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FATCO#: 839161

Document Title(s): (or transactions contained therein)

1. **MODIFICATION OF A DEED OF TRUST**
- 2.
- 3.



**First American Title
Insurance Company**

SPECIAL DEFAULT TITLE SERVICES

(This space for Title Company use only)

Reference Number(s) of Documents assigned or released:

INSTRUMENT # 9904300176

Additional numbers on page one of document

Grantor(s): (Last name first, then first name and initials)

1. **WAGONER, KARL S.**
2. **FINNEGAN, TRACY D.**
- 3.
- 4.
- 5.

Additional numbers on page one of document

Grantee(s): (Last name first, then first name and initials)

1. **WASHINGTON MUTUAL BANK, F.A.**
- 2.
- 3.

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOT 5 ROCKRIDGE ESTATES DIV II VOL 16 PGS 194-195

Assessor's Property Tax Parcel Account Number(s): 4703-000-005-0000

NOTE: The auditor/recorder will rely on the information 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:
Washington Mutual Bank, FA
Prepared by: Linda Ramirez
Homeowner's Assistance
Mail Stop: N 01 02 01
9451 Corbin Avenue
Northridge, CA 91324



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Skagit County Auditor

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FOR RECORDING USE ONLY

#83911el

MODIFICATION AGREEMENT

Loan #: 0011000403
Date: December 21, 2001

THIS MODIFICATION AGREEMENT is entered into on December 21, 2001, by and between Karl S. Wagoner and Tracy D. Finnegan, Husband and Wife, (hereinafter "Borrower") and Washington Mutual Bank, FA, (hereinafter "Lender") with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of Lender in the original principal amount of \$229,295.00, dated April 29, 1999, which, together with any additional advances, is secured by a Deed of Trust (the "Security Instrument") of even date, recorded April 30, 1999, as Instrument Number 99 04300176, in the Official Records of Skagit County, Washington, Tax Account Number 4703-000-005-0000, (the "Loan").
2. There is now owing under the Note the principal sum of \$228,461.85, with interest owing from April 1, 2001, and other charges.
3. Borrower has requested Lender provide certain financial relief in connection with the Loan.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective November 1, 2001, the principal balance shall be increased by Thirteen Thousand Eight Hundred Seventy Seven and 51/100 Dollars (\$13,877.51), which represents interest owing from July 1, 2001, through and including October 31, 2001, in the amount of \$6,650.52; late charges owing in the amount of \$266.65; foreclosure fees incurred by Lender in the amount of \$1,585.95; real property taxes that were/will be advanced by Lender in the amount of \$4,874.39; and title fees in the amount of 500.00.
2. Effective November 1, 2001, the modified principal balance will be Two Hundred Forty Two Thousand Three Hundred Thirty Nine and 36/100 Dollars (\$242,339.36), with interest owing from November 1, 2001.

Initial:


KSW


TDF


JC (WMB)



December 21, 2001

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3. Effective November 1, 2001, the Loan will be reamortized using the modified principal balance of \$242,339.36, the fixed interest rate of 8.733% and the remaining term of 327 months. The initial principal and interest payment, due December 1, 2001, will be \$1,945.27, plus an initial monthly impound payment of \$260.14, plus an initial monthly impound payment for hazard insurance in the amount of \$160.17, for a total initial monthly installment of \$2,365.58.

4. The Security Instrument that secures the Loan is hereby amended by adding a new Paragraph 25 thereto, which reads in full as follows:

(25) Future Advances. It is further covenanted and agreed by the parties hereto that this Security Instrument also secures the payment of and includes all future or further advances as may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns for any purpose within twenty (20) years from the date of this Security Instrument, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Security Instrument may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal balance sum of two times the amount of the Note, plus interest thereon and any and all disbursements made for the payment of taxes, levies, assessments, or insurance on the property covered by the lien of this Security Instrument, with interest on such disbursements at the rates specified in the Note referred to in this Security Instrument. Such further or future advances shall be wholly optional with the Lender and the same shall bear interest at the same rate as specified in the Note referred to herein, unless and until said interest rate shall be modified by subsequent agreement. Any such future or further advances which may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, in accordance with this Paragraph shall be secured by this Security Instrument to the same extent as if such future or further advances were made on the date of the Security Instrument, irrespective of whether the Note and Security Instrument are in default or whether the Note is past maturity and is due and payable in its entirety.

5. Borrower warrants and represents to Lender that since the recording of the Security Instrument nothing has occurred that would create a charge, lien or encumbrance affecting the Property that would be superior to, or have priority over, the lien of the Security Instrument, or otherwise adversely affect the security for the Note, as modified by this Agreement, other than the lien for taxes, if any, for taxes paid by such advance. If Lender elects to obtain an endorsement to the title insurance

Initial:


KSW


TDF


JC (WMB)



December 21, 2001

Page 2

policy that presently insures, among other things, the priority of the lien created by the Security Instrument, or a Mortgage Priority Guarantee or similar instrument, in any such case to insure the continued priority of the lien created by the Security Instrument, this Agreement shall not become effective until such instrument has been obtained and the cost thereof has been paid to Lender by Borrower.

- 6. Except as expressly adjusted by this Agreement, all of the terms, covenants, conditions and agreements in the Note and Security Instrument remain unmodified and in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the Note, Security Instrument or any other document or instrument evidencing or securing the Loan, the terms of this Agreement shall prevail. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payment of the Note, as modified by this Agreement. Both Borrower and Lender acknowledge and agree that there are no agreements or understandings between them, except those that are reflected in this Agreement and in the documents pertaining to the Loan.

This Agreement does not constitute a novation or release of any persons heretofore or hereafter liable to Lender in connection with the Loan. The terms of this Agreement may constitute a forgiveness of debt for the referenced Borrower. A tax accountant or attorney should be consulted to determine any tax reporting consequences.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

*** ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC ***

BORROWER:

LENDER: Washington Mutual Bank, FA,

Karl Wagoner 12-30-01
 Karl S. Wagoner date

Jeanne Cooper 11/24/02
 By: Jeanne Cooper date
 Assistant Vice President

Tracy D. Finnegan 12-30-01
 Tracy D. Finnegan date



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AR

ALL-PURPOSE ACKNOWLEDGMENT

State of WASHINGTON

County of SKAGIT

} ss.

On 12/30/01, before me, Michelle Ariadne Lions, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Karl S. Wagoner and Tracy D. Finnegan
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



Place Notary Seal Above

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Ariadne Lions

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Modification Agreement

Document Date: 12/21/01 Number of Pages: 3

Signer(s) Other Than Named Above: na

Capacity(ies) Claimed by Signer

Signer's Name: Karl S. Wagoner + Tracy D. Finnegan

- Individual(s)
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
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Signer Is Representing: _____

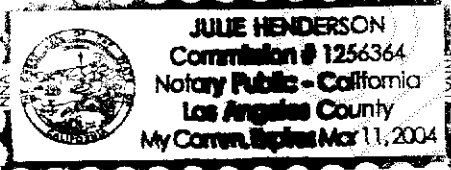
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 3/21/02, before me, Julie Henderson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeanne Cooper, AP
Name(s) of Signer(s)

personally known to me
 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Julie Henderson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
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Signer Is Representing: _____

JUNIOR LIENHOLDER'S CONSENT

New Modified Principal Balance will not exceed \$242,339.36 and will be effective with December 1, 2001 Installment.

THIS AGREEMENT is entered into on December 21, 2001, whereas the undersigned ("Junior Lienholder"), as owner and holder of a security interest (the "Junior Security Interest") evidenced by that certain Deed of Trust dated May 22, 2000, as Instrument Number 200006250106, of the Official Records of the County Recorder's Office in Skagit County, Washington, hereby (i) acknowledges its receipt of and consent to the terms and conditions of the foregoing Modification Agreement (the "Agreement") and to the transactions contemplated thereby, (ii) reaffirms that the Junior Security Interest is junior, subordinate and subject to the terms, covenants, conditions and restrictions of that certain Deed of Trust dated April 29, 1999, and recorded on April 30, 1999, as Instrument Number 9904300176, of the Official Records of the County Recorder's Office in Santa Clara, County, California, which Deed of Trust is owned and held by Washington Mutual Bank, FA, (iii) represents and warrants that there are no other agreements or understandings with respect to the Junior Security Interest or the priority thereof, (iv) acknowledges that Washington Mutual Bank has no other duties or responsibilities to Junior Lienholder and that Junior Lienholder has no other duties or responsibilities to Washington Mutual Bank with respect to the Property (as such term is defined in the Agreement), the disbursement of funds, the modification of either of their respective loan documents or any other material matter, (v) reaffirms that the execution, delivery and/or recording of the Agreement and any and all documents referenced therein by any party thereto shall not be a default under the loan secured by the Junior Security Interest, and (vi) acknowledges that the lien and charge upon the Property created by the Junior Security Interest shall remain junior, subordinate and subject to the terms, covenants, conditions and restrictions of the Deed of Trust following the consummation of the transactions contemplated by the Agreement.

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

BORROWER:

Karl S. Wagoner 1-21-02
Karl S. Wagoner Date

Tracy D. Finnegan 1-21-02
Tracy D. Finnegan Date

JUNIOR LIEN HOLDER:
Beneficial Washington

[Signature] 1-23-02
Signature Date

FORCLOSURE MANAGER
Title

ADAM DUBASZAS
Print Name



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Skagit County Auditor

dl

ALL-PURPOSE ACKNOWLEDGMENT

State of WASHINGTON
County of SKAGIT } ss.

On January 21, before me, Michelle Ariadne Lyons, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Karl S. Wagner and Tracy D. Finnegan
Name(s) of Signer(s)

- personally known to me
- 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal:

Michelle Ariadne Lyons
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: JUNIOR LIENHOLDER'S CONSENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer Is Representing: _____

ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois
County of DuPage } ss.

On 1-23-02, before me, Joyce A. Jensen Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Adam Dubuskas
Name(s) of Signer(s)

personally known to me
 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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joyce A. Jensen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

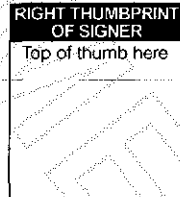
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



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