

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated March 22, 2002, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on 03/22/02 in Doc # 2002-0322-0163, if applicable, of the Public/Land Records of SKAGIT COUNTY, state of WA, securing a debt evidenced by a promissory note (the "Note") dated March 14th, 2002, in the original principal amount of \$100,000.00, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and

This MODIFICATION AGREEMENT (this "Agreement") is entered into this March 26th, 2003, by and between Ratke J Kooser, Carla I Kooser, who reside at 4122 ELLISPORT PLACE ANACORTES, WA 98221 (herein individually and collectively referred to as "Borrower"), and PHH Mortgage Services, a Corporation (herein referred to as "Lender").

MODIFICATION AGREEMENT

Parcel Identifier:

0018066522

08054

3000 Leadenhall Road Mount Laurel, NJ

PHH Mortgage Services

Record and return to:

08054

3000 Leadenhall Road Mount Laurel, NJ

This instrument was prepared by: Maureen Mastrobuono, Conversion Specialist



200305190046
Skagit County Auditor

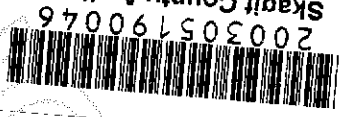


NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof. The unpaid principal balance due under the Note as of the date of this Agreement is 100,000.00.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

FILED

5/19/2003 Page 3 of 7 9:33AM
Skagit County Auditor



UNOFFICIAL DRAFT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Name:
(Witness)

4122 ELLISPORT PLACE
ANACORTES, WA 98221

Name:
(Witness)

Carla I Kooser

(Seal)
-Borrower
Carla I. Kooser

Carla I. Hoffmann

(Witness)
Name: Vicki L. Hoffmann
(Witness)

4122 ELLISPORT PLACE
ANACORTES, WA 98221

Name:
(Witness)

Raika J Kooser

(Seal)
-Borrower
Raika J Kooser

Carla I. Hoffmann

(Witness)
Name: Vicki L. Hoffmann
(Witness)

Witnesses:

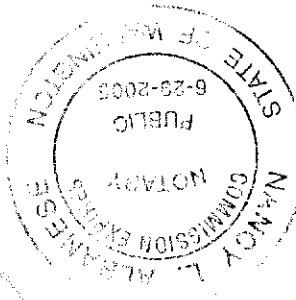
Executed on the date first above written.



0701187 (021303)

My Appointment Expires on 6-29-05
Notary Public in and for the State of Washington, residing at

[Handwritten Signature]



GIVEN under my hand and official seal this 3rd day of April 2003

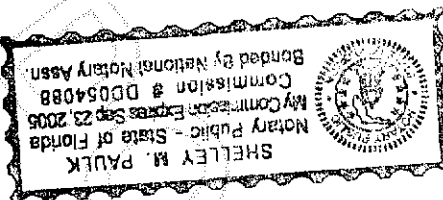
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/hers/their free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day personally appeared before me, Katke J Kooser, Carla I Kooser

STATE OF WASHINGTON,
County of SKAGIT

} ss:

UNOFFICIAL COPY



Name: _____
Notary Public, State of Florida
Commission No: _____
My Commission Expires:

Shelley M Paulk

The foregoing instrument was acknowledged before me this 18 day of April, 2003, by Albert J. Dimoush, Assistant Vice President of PHH Mortgage Services a Corporation organized under the laws of the state of New Jersey on behalf of said Corporation. He is personally known to me.

STATE OF FLORIDA
COUNTY OF DUVAL

Albert J. Dimoush
Assistant Vice President

[Signature]
By:

PHH Mortgage Services

UNOFFICIAL

Skagit County Auditor

200305190046



- (a) Beginning on the first day of May 1st, 2003 and on the first day of every month thereafter, Borrower will pay interest at a yearly fixed rate of 6.023.
- (b) Each of Borrower's principal and interest payments will be in the amount of 601.04.
- (c) Borrower's monthly payments will continue until all of the principal and interest and any other charges described in the Note have been paid in full, except that if, on April 1st, 2033, Borrower still owes amounts under the Note, Borrower will pay those amounts in full on that date, which is called the "Maturity Date."

**EXHIBIT A
FIXED RATE MORTGAGE**

UNOFFICIAL DRAFT

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Skagit County Auditor
200305190046



UNOFFICIAL DOCUMENT

4122 ELLISPORT PLACE
ANACORTES
WA
98221

Also known as:

LOT 29, MARINE HEIGHTS

EXHIBIT B