THIS INSTRUMENT PREPARED BY: Monica Fielder PTX 137 6400 Legacy Drive, Plano, TX 75024

RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO: **Skagit County Auditor**

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1:29PM

COUNTRYWIDE HOME LOANS, INC. 1800 Tapo Canyon Rd., Mail Stop: SV 79 Simi Valley, CA 93063

LOAN NUMBER: 127014886 MIN: 1000157-0006460267-1

ASSESSOR PARCEL NUMBER: P121171

MERS Phone: 1-888-679-6377

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST

This Modification Agreement (the "Agreement") is made as of December 8, 2006, between RICK L FISHER and KELLY D FISHER (the "Borrowers") and Countrywide Home Loans, Inc., ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee"), and amends and supplements that certain Note and that certain Deed of Trust dated February 27, 2006, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint Michigan 48501-2026, and filed for record 200603060171, Official Records of Skagit County, State of Washington (the "Security Instrument"), and covering the real property with a common street address of: 20168 Echo Hill Road. Sedro Wooklley, WASHINGTON 98284, but more specifically described as follows:

SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

ACCOMMODATION RECORDING ONLY

- 1. The terms of the Note and Security Instrument are hereby amended and modified as follows: [x] a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to: \$356,242,00. b. commencing on December 1, 2006, the interest on my Note shall be 7.000 percent per annum. [x] c. commencing on January 1, 2007, my regular monthly principal and interest payment under the Note FIRS! AMERICAN TILE CO. shall be \$2,370.09. [] d. the new Construction Completion Date is: November 27, 2006. e. the new Promissory Note Maturity Date is: December 1, 2036. [] f. the new first Interest Rate Change Date on the adjustable loan is: February 1, 2007. 2. Borrower consents to Lender attaching this Agreement to the Note itself.
- 3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

BORROWERS:

Please see Page 2 for Notary Acknowledgement for Borrowers

LOAN NUMBER: 127014886 MIN: 1000157-0006460267-1 ASSESSOR PARCEL NUMBER: P121171

MERS Phone: 1-888-679-6377

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MODIFICATION AGREEMENT TO NOTE AND DEED OF TRUST

| Notary Acknowledgement for Borrowers | · |
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| | ne, the undersigned Notary Public, personally appeared |
| RICK L FISHER and KELLY D FISHER, personally kn | |
| evidence to be the individuals whose name are subscribed to | |
| executed the same in their authorized capacity, and that by the | neir signatures on the instrument, the individuals, or the |
| entity upon behalf of which the individuals acted, executed t | ha |
| instrument. | (NOTARY SEAL / STAMP) |
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| Notary Acknowledgement for Lender and Mortgagee | Countrywide Home Loans, Inc., and |
| 2 | Mortgage Electronic Registration Systems, Inc. |
| State of Texas | |
| County of Collin | Fifthen Mittent |
| | Stephen M Heintz, Vice President |
| 0 2000 | |
| on December 8, 2006, before me | , the undersigned Notary Public, personally appeared |
| Stephen M Heintz, Vice President, Countrywide Home Loan | |
| me to be the person whose name is subscribed to the within in | |
| same in his authorized capacity, and that by his signature on | |
| which the person acted, executed the instrument. | the institution the person, of the entiry upon behan of |
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CARRIE PRYOR
Notary Public, State of Texas
My Commission Expires
January 31, 2010

200612190093 Skagit County Auditor

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EXHIBIT "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot B-3 of "SKAGIT COUNTY SHORT PLAT NO. PL04-0297", recorded March 22, 2005, under Auditor's File No. 200503220048, records of Skagit County, Washington; being a portion of Lot B of "SKAGIT COUNTY SHORT PLAT NO. PL03-0411", recorded September 16, 2003, under Auditor's File No. 200309160141, located in the Southwest % of Section 21, Township 36 North, Range 4 East, W.M.

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