



200704020004

Skagit County Auditor

4/2/2007 Page

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4 8:32AM

National City mtg

Document Title:

Modification of
Deed of Trust

Reference Number:

200503040141

Grantor(s):

additional grantor names on page ___

1. Kildea, Betty L.

2.

Grantee(s):

additional grantee names on page ___

1. National City mortgage Co.

2.

Abbreviated legal description:

full legal on page(s) ___

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

Kildea
17

----- (Space Above This Line For Recording Data) -----
3851076

LOAN MODIFICATION AGREEMENT
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of November, 2005, between Betty L. Kildea, A Single Person ("Borrower(s)") and National City Mortgage Co., a subsidiary of National City Bank of Indiana ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated March 2, 2005 and recorded in County of Skagit, State of Washington (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

5309 Doon Way, Anacortes, WA 98221
(Property Address)

the real property described being set forth as follows:

See Legal Description Attached

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument): **Recorded on 3/4/05 # 200503040141**

1. As of November 30, 2005, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. Seven Hundred Sixty Seven Thousand and 00/100 Dollars (\$767,000.00) consisting of the amount(s) loaned to the Borrower(s) by the Lender and any interest capitalized to date.

2. The Borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.875%, (the "initial rate of interest"), from December 1, 2005. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$4,537.10 beginning on the 1st day of January 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The amount of the monthly payment of principal and interest may change if the interest rate that Borrower(s) must pay changes. The Lender will determine the Borrower's new interest rate and the changed amount of the required monthly payment in accordance with the terms of the note. If on December 1, 2035 (the "Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date. The Borrower(s) understands and agrees that the initial rate of interest may change on the first day of December, 2008 and on that day every 12th month thereafter on the "change date" as such term is defined in the Note and Security Instrument. The Borrower(s) will make such payments at National City Mortgage Co., P. O. Box 85020, Louisville, KY 40285-5020 or at such other place as the Lender may require.

The Borrower(s) understands that (i) the interest rate they are required to pay at the first Change Date will not be greater than 7.875% not less than 3.875%, and (ii) their interest rate will never be greater than 11.875% as specified in the Note.

3. The Borrower(s) also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) is obligated to make under the Security Instrument, including:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, and

Substantially Similar To Form 3179 2/88

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument
(Constr/Perm - ARM)
18603 (5-95)
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(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

Nothing in this Agreement shall be understood or construed to be a satisfaction, release or no novation in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness: [Signature] Betty L. Kildea (Seal) Borrower
Witness: [Signature] _____ (Seal) Borrower

Lender National City Mortgage Co.

Witness: [Signature] By: Jennifer M. Duncan (Authorized Officer Name) Jennifer M. Duncan
Witness: Thomasena Drummond Its: Supervisor (Authorized Officer Title)

----- (Space Below This Line For Acknowledgments) -----

State of Ohio
County of Montgomery

Subscribed, sworn and acknowledged to before me by Jennifer M. Duncan, Supervisor of "National City Mortgage Co., a subsidiary of National City Bank of Indiana" (Lender) this 21 day of November, 2005.

[Signature]
Notary Public

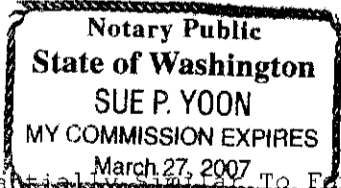
My Commission Expiration Date is: _____



L. Lea Stover
In and for the State of Ohio
My Commission Expires October 2, 2010

State of Washington
County of Spokane

Subscribed, sworn and acknowledged to before me by Betty L. Kildea, A Single Person (Borrower(s)) this 5th day of December 2005



[Signature]
Notary Public

My Commission Expiration Date is: March 27, 2007

Substantially similar to Form 3179 2/88

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Legal description

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

Tract 52, "SKYLINE NO. 7", as per plat recorded in Volume 9 of Plats, Pages 70 and 71, records of Skagit County, Washington;

TOGETHER WITH that portion of Section 27, Township 35 North, Range 1 East, W.M.

Beginning at the Southeasterly corner of Lot 52, "SKYLINE NO. 7", according to the plat recorded in Volume 9 of Plats, pages 70 and 71; thence South 22 degrees 04'23" West a distance of 95 feet; thence on a curve to the left, the center of which bears South 22 degrees 04'23" West a distance of 60 feet, through a central angle of 14 degrees 47'10" an arc distance of 15.48 feet; thence North 7 degrees 17'13" East a distance of 95 feet; thence on a curve to the right, the center of which bears South 7 degrees 17'13" West a distance of 155 feet, through a central angle of 14 degrees 47'10" an arc distance of 40.00 feet to the true point of beginning.



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