



200708230113

Skagit County Auditor

8/23/2007 Page

1 of

6 11:43AM

Return To:  
National City Mortgage  
PO Box 8800  
Dayton, OH 45401-8800

Space Above This Line For Recording Data

**MODIFICATION AGREEMENT**

LAND TITLE OF SKAGIT COUNTY

LOAN NO. 5323353

Assessor's Parcel Number: P69224/P69225

*lots 8-11, Blk 2, Similk Beach*

*124383-pae*

MODIFICATION AGREEMENT, made June 20, 2007, between National City Mortgage, A Subsidiary of National City Bank (the "Mortgagee") of 3232 Newmark Drive, Miamisburg, OH 45342, and Craig H. Ford and Billie Ann Ford, Husband and Wife (the "Mortgagor") of 13408 North Green Street, Anacortes, WA 98221.

**RECITALS:**

A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated January 26, 2007, in the amount of One Hundred Forty Six Thousand Five Hundred Fifty and 00/100 Dollars (U.S.\$146,550.00) (the "Note"); and

B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded January 31, 2007, as Document Number 200701310101, in the office of the Recorder for Skagit County, State of Washington (the "Mortgage"), on the real property described on Exhibit A attached hereto (the "Mortgaged Premises"); and

C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of Seventeen Thousand Four Hundred Thirty Six and 94/100 Dollars, (U.S.\$17,436.94) with interest thereon from May 31, 2007.

2. As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

**MODIFICATION DATE**

As of \_\_, 20\_\_, and upon receipt of the payment due that day, certain provisions of the Note or the Mortgage, or both, shall be and the same are modified and amended as so indicated:

A of the date hereof, certain provisions of the Note or the Mortgage or both, shall be and the same are, hereby modified and amended as so indicated:

**MODIFICATION OF NOTE**

AMOUNT OF NOTE. The principal balance of the Note is increased by adding thereto the sum of Fifteen Thousand and 00/100 Dollars (U.S.\$15,000.00) making the new principal balance One Hundred Sixty One Thousand Five Hundred Fifty and 00/100 Dollars (U.S.\$161,550.00).

INTEREST RATE. Effective \_\_, 20\_\_, the interest rate of \_\_ percent (\_\_ %) per annum is modified to percent (\_\_ %) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee.

MONTHLY INSTALLMENT. The monthly installments of Nine Hundred Twenty Six and 30/100 Dollars (U.S.\$926.30) is modified to One Thousand Twenty One and 11/100 Dollars (U.S.\$1,021.11) principal and interest.

MATURITY DATE. The date upon which the entire indebtedness evidenced by the Note and Mortgage, if not sooner paid, shall be due and payable and is the 1<sup>st</sup> day of July, 2037.

DATE OF PAYMENT. The due date of the monthly payment is changed to August 1, 2007, and on the same day of each month thereafter.

LATE PAYMENT CHARGE. A late payment charge may be made in the amount of \_\_ percent (\_\_ %) of any payment fifteen (15) days past due.

**MODIFICATION OF MORTGAGE**

AMOUNT SECURED. The principal amount secured by the Mortgage is modified to the sum of One Hundred Sixty One Thousand Five Hundred Fifty and 00/100 Dollars (U.S.\$161,550.00), plus interest as set forth in the Note.

(FIX - MA)



200708230113  
Skagit County Auditor

**MODIFICATION - OTHER**

The Note or Mortgage, or both, are further modified as follows:

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, this Agreement was executed on June 20, 2007.

**MORTGAGOR:**

  
\_\_\_\_\_  
Craig H. Ford

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Billie Ann Ford

\_\_\_\_\_  
Date

(FIX - MA)

Page



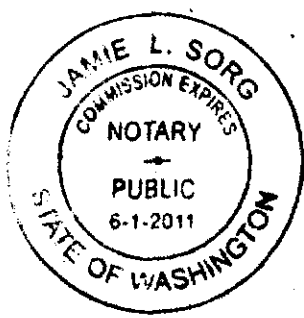
200708230113

Skagit County Auditor

UNOFFICIAL COPY

State of Washington  
County of Skagit

On this 12 day of July, 2007, before me, Jamie Sorg, Notary Public, personally appeared Craig H. Ford and Billie Ann Ford, Husband and Wife, 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.



Jamie Sorg  
Notary Public

Skagit County, WA  
My commission expires: 6-1-2011

[Signature]  
[Signature]

(FIX - MA)

Page



200708230113  
Skagit County Auditor

**MORTGAGEE:**

National City Mortgage, A Subsidiary of  
National City Bank

By: Elaine M. Ruble  
Elaine M. Ruble

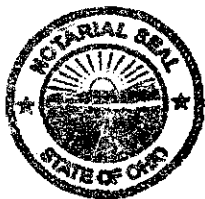
Its: Senior Modification Technician

State of OHIO )

County of MONTGOMERY )

On this 20th day of June, 2007, before me, April Scheidig, Notary Public, the undersigned officer personally appeared before me, who acknowledged himself to be the Senior Modification Technician of National City Mortgage, A Subsidiary of National City Bank, a corporation, and that he, as such Elaine M. Ruble, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Modification Technician.

In witness whereof I hereunto set my hand and official seal.



**APRIL SCHEIDIG**  
Notary Public, State of Ohio  
My Commission Expires Aug. 5, 2011

April Scheidig  
Notary Public

Montgomery County, State of Ohio

My commission expires: \_\_\_\_\_

**THIS INSTRUMENT DRAFTED BY:**

National City Mortgage, A Subsidiary of National City Bank  
April Scheidig  
3232 Newmark Drive  
Miamisburg, OH 45342



200708230113  
Skagit County Auditor

(FIX - MA)

**EXHIBIT A**

**TO**

**MODIFICATION AGREEMENT**

Description of Real Estate

LOTS 8, 9, 10 AND 11, BLOCK 2, "SIMILK BEACH, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF COUNTY RIGHT OF WAY ABUTTING SAID LOTS 10 AND 11, AS VACATED BY SKAGIT COUNTY RESOLUTION NO. R20040178, RECORDED MAY 26, 2004, UNDER AUDITOR'S FILE NO. 200405260083.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

(FIX - MA)

Page 6 of 6



200708230113  
Skagit County Auditor

8/23/2007 Page 6 of 6 11:43AM