



200808180062

Skagit County Auditor

8/18/2008 Page 1 of 3 9:17AM

When Recorded please return to:  
MegaStar Financial  
3773 Cherry Creek North Drive  
East Tower, Suite 875  
Denver, CO 80209

**CORRECTION AND RATIFICATION AGREEMENT**

Loan Number: **246620030**

This agreement made and entered into by and between MEGASTAR FINANCIAL CORP. A COLORADO CORPORATION. Hereinafter referred to as "Lender", and **Nikolay Kislyanka and Mariya Kislyanka, husband and wife** hereinafter referred to as "Borrower".

WITNESSETH WHEREAS, the borrower has executed that a certain Mortgage Deed dated **June 26, 2008** and recorded **June 30, 2008** as Reception No. **200806300142** in the Records of the Clerk and Recorder of the County of **Skagit** State of **Washington**, encumbering the following described property:

**Lot 6, PLAT OF NORTH HILL PUD, according to the plat thereof, recorded May 5, 2005, under Auditor's File No. 200505050094, records of Skagit County, Washington. Situated in Skagit County, Washington**

WHEREAS, the said Deed of Trust recited as incorrect:  
**Adjustable Rate Rider, with the minimum rate of 6%, is incorrect on the recorded Deed of Trust, Addendums and Riders**

NOW THEREFORE, Borrower hereby agrees that said Mortgage Deed is amended to reflect the following:

**Adjustable Rate Rider, with the minimum rate of 2.250% is correct and shall now be attached to the recorded Deed of Trust, Addendums and Riders and made a part thereof.**

FURTHER, it is agreed between the parties that this agreement is hereby incorporated into the said Mortgage Deed and hereby made a part thereof; and further that all other terms, conditions, provisions and obligations of said Mortgage Deed are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of August, 2008.

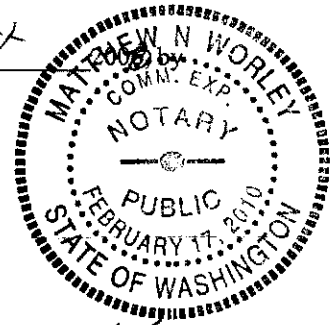
*Nikolay Kislyanka*  
Nikolay Kislyanka

*Mariya Kislyanka*  
Mariya Kislyanka

STATE OF WASHINGTON )  
 ) S.S.  
COUNTY OF Skagit )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August  
**Nikolay Kislyanka and Mariya Kislyanka**

Witness my hand and official seal.  
My commission expires: 2/17/10



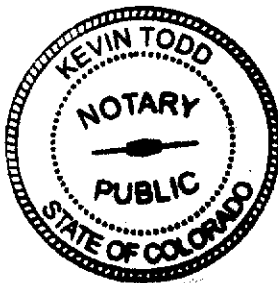
Matthew N. Worley  
Notary Public

By: [Signature]  
Scott Pieper, Chief Operations Officer

STATE OF COLORADO )  
 ) S.S.  
CITY and COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August 2008, by Scott Pieper, Chief Operations Officer for Megastar Financial Corp., A Colorado Corporation.

Witness by hand and official seal.  
My commission expires: 2/25/09



[Signature]  
Notary Public



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below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.000% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.000%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Date of First Principal and Interest Payment**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may

