



200912070151  
Skagit County Auditor

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(Space Above Line For Recording)

When Recorded Mail To:  
Safeguard Properties, Inc.  
650 Safeguard Plaza  
Brooklyn Heights, Ohio 44131  
ATTN: Mr. Eric Solowitch

Litton Loan No. 18036624  
Investor Loan No: 5000168577  
Original Loan Amount: \$139,016.00

**LOAN MODIFICATION OF DEED OF TRUST AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 28<sup>th</sup> day of August, 2008, between, Earl A. Dyer III & Daphne W. Kullos, Husband & Wife, ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated August 9, 2005 and recorded as Instrument Number 200508120087 of the Official Records of Skagit County, 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

**45058 CEDAR STREET  
CONCRETE, WASHINGTON 98237**

**(Property Address)**

The real property described being set forth as follows:

See Schedule "A" Attached Hereto and Made Part Hereof

**A.P.N. 4795-000-004-0000**

**LOT 4, CEDAR PARK PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 5, 2002, UNDER AUDITOR'S FILE NO. 200206050104, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.**

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):

1. As of **October 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$142,219.86** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest to the order of the Lender. Interest will be charged on the Unpaid Principal at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule.

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>10/01/2008</u>	<u>7.350%</u>	<u>11/01/2008</u>	<u>\$1,011.88</u>

MONTHLY PAYMENTS WILL REMAIN FIXED AT 7.350% FROM 11/01/2008 FOR THE REMAINING TERM OF THE LOAN.

If on September 1, 2035 ("Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date

The Borrower will make such payments at:

4828 Loop Central Drive  
Houston, Texas 77081

or at such other places as the Lender may require

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower 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 payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph no. 1 above:
  - (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
  - (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 items and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release 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 and Lender will be bound by and comply with all of the terms and provisions thereof as amended by this Agreement.



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9/12/08  
Date

Earl A Dyer III (Seal)  
Earl A Dyer III

9/12/08  
Date

Daphne W Kullos (Seal)  
Daphne W. Kullos

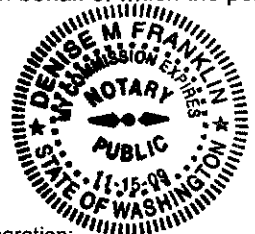
STATE OF Washington  
COUNTY OF Snohomish

On September 12, 2008 before me Denise M Franklin  
Date Notary  
personally appeared Earl A. Dyer III & Daphne W. Kullos:

\_\_\_\_\_ Personally known to me

-OR-

X 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.



Denise M Franklin  
Signature of Notary Public

My Commission Expires: Nov-15-2009

Document Preparation:  
Fannie Mae Multi-state Instrument  
Standard Loan Modification Agreement  
Form 3179



200912070151  
Skagit County Auditor

Mortgage Electronic Registration Systems, Inc.

Name: Robert Tompkins  
Title: VICE PRESIDENT

Date MAY 13 2009

STATE OF TEXAS  
COUNTY OF HARRIS

On MAY 13 2009 before me Joshua Kisuuli  
Date Robert Tompkins Notary  
personally appeared \_\_\_\_\_  
Signer(s)

Personally known to me

-OR-

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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Joshua Kisuuli  
Signature of Notary Public

My Commission Expires: 6-26-2012

OPTIONAL INFORMATION

Capacity Claimed By Signer:

Signer(s) Name: \_\_\_\_\_  
Corporate Officer - Title: \_\_\_\_\_  
Signer(s) is Representing: Litton Loan Servicing LP

