



201004010065

Skagit County Auditor

4/1/2010 Page

1 of

5 11:17AM

WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

**Document Title(s)**

Loan Modification Agreement

**Reference Numbers(s) of related documents**

Additional Reference #-s on page

**Grantor(s)** (Last, First and Middle Initial)

Becky A. Heerspink  
Gene W. Heerspink

Additional grantors on page

**Grantee** (Last, First and Middle Initial)

Boeing Employee's Credit Union

Additional grantees on page

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range,

quarter/quarter)

Lot 150 Nookachamp Hills Pvd, Phase 11 B

Additional legal is on page

**Assessor's Property Tax Parcel/Account Number**

P123243

Additional parcel #-s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Mico Gre

Signature of Requesting Party

[Space Above This Line For Recording Date]

004 # 0025518861

## LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Rate Note)

*Husband and wife*

This Loan Modification Agreement ("Agreement"), made this **November 1, 2009** between **Becky A Heerspink and Gene W Heerspink** ("Borrowers") and **Mortgage Electronic Registration Systems, Inc.**, as nominee for **Boeing Employees' Credit Union** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **July 14, 2008** and recorded on July 25, 2008 as Instrument No. 200807250076 in the County Recorder's Office of Skagit, Washington and (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 **24004 Nookachamp Hills, Mount Vernon, WA, 98274**, the real property described being set forth as follows:

See Exhibit "A" 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):

1. As of **November 1, 2009**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. **\$394,741.37**, consisting of the unpaid amount(s) loaned to Borrowers by Lender plus any interest and other amounts capitalized.
2. Borrowers promise to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.5%**, effective **November 1, 2009**. Borrowers promise to make payments of principal and interest in the amount of U.S. **\$1,551.94**, beginning on the first day of **December, 2009**, and continuing thereafter on the same day of each succeeding month for the next twenty four months. Effective with the payment due **December 1, 2011**, the interest rate will be **4.5%**. Effective with the payment due **December 1, 2012**, the interest rate will be **5.5%** until the next scheduled interest rate change date of **August 1, 2013** effective with the **September 1, 2013** payment and every **12** months thereafter. If on **August 1, 2048** (the "New Maturity Date"), Borrowers still owe amounts under the Note and Security Instrument, as amended by this Agreement, Borrowers will pay these amounts in full on the Maturity Date.

The Borrowers will make such payments at:

**BECU**  
425 Phillips Blvd.  
Ewing, NJ 08618

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowers are not natural persons and a beneficial interest in Borrowers is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument, without further notice or demand on Borrower.



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4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are obligated to make under the Security Instrument

5. Borrowers understand and agree that:

- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrowers' obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on the Note and Security Instrument are expressly reserved by Lender.
- c) Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- d) 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.
- e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- f) Borrowers agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrowers.

\_\_\_\_\_  
(Seal)  
-Lender

By: Mark Kelbaugh  
Mark Kelbaugh, Authorized Representative

Becky A Heerspink (Seal)  
Becky A Heerspink

Gene W Heerspink (Seal)  
Gene W Heerspink



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[Space Below This Line For Acknowledgements]

STATE OF Washington  
COUNTY OF Skagit

SS:

BE IT REMEMBERED THAT, on this 19<sup>th</sup> day of November, 2009, before me, the subscriber named below, personally appeared **Becky A Heerspink** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Danelle Knutson  
Notary Public

STATE OF Washington  
COUNTY OF Skagit

SS:

BE IT REMEMBERED THAT, on this 19<sup>th</sup> day of November, 2009, before me, the subscriber named below, personally appeared **Gene W Heerspink** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Danelle Knutson  
Notary Public

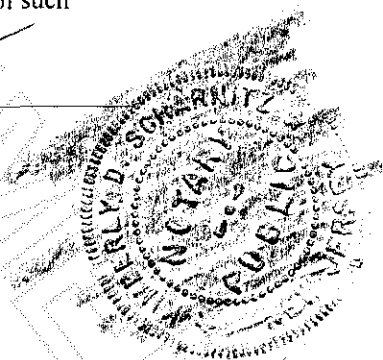
STATE OF New Jersey  
COUNTY OF Mercer

SS:

The foregoing instrument is hereby acknowledged before me this 18<sup>th</sup> day of March, 2009 by **Mark Kelbaugh**, an Authorized Representative of **BECU** on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

[Signature]  
Notary Public

**KIMBERLY D. JEANNETTE**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires January 7, 2013



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EXHIBIT A

LOT 150, "NOOKACHAMP HILLS PUD, PHASE IIB", AS PER PLAT  
RECORDED APRIL 23, 2005, UNDER SKAGIT COUNTY AUDITOR'S FILE  
NUMBER 200508230082, RECORDS OF SKAGIT COUNTY, WASHINGTON:

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

ABBRV LEGAL:

LOT 150, NOOKACHAMP HILLS PUD, PHASE IIB, AFN 200508230082.

Permanent Parcel Number: P123243  
EUGENE W. HEERSPINK AND REBECCA A. HEERSPINK, HUSBAND AND WIFE

24004 NOOKACHAMP HILLS DRIVE, MOUNT VERNON WA 98274

Loan Reference Number : 0025518861

First American Order No: 40940446

Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

 HEERSPINK  
41888978

WA

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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