

WHEN RECORDED MAIL TO:
WMC MORTGAGE CORP.
(TR-800, Attn: Simone Ranaraja)
3100 Thornton Ave.
Burbank, CA 91504



200607200029
Skagit County Auditor

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THIS BOX FOR RECORDER'S USE ONLY

Lenders Loan Number: # 11476554
MIN #: 100136300114765547

MERS Phone: 1-888-679-6377

AF# 200408170112

DEED OF TRUST MODIFICATION AGREEMENT

The Deed of Trust Modification ("Agreement"), entered into on this 27th day of March, 2006 between Steve E. Rebman ("Borrowers"), and WMC Mortgage Corp. ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March, 16 2006 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 45801-2026 and recorded in Book or Libber _____, at page(s) _____, of the 200603210129 records of

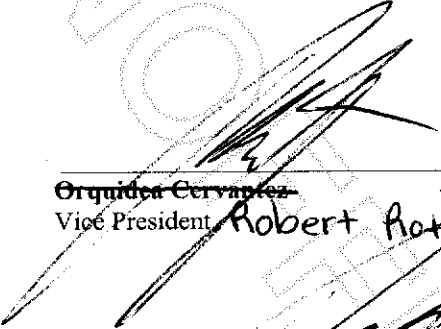
[Name of Records]

[County and State, or other Jurisdiction]

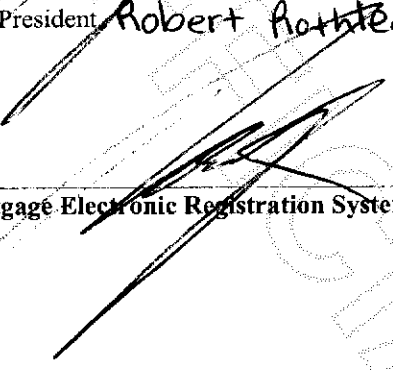
In Consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

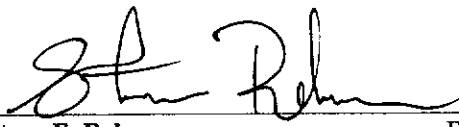
"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS EXHIBIT A"

1. The said Deed of Trust is being modified for the sole purpose adding the Planned Unit Development Rider to the Deed of Trust.
2. Modifications provided herein are retroactive to the date of the original transaction an any adjustments in terms which require refund of proceeds to borrowers, will be applied to principal balance.
3. In all other respects, said Deed of Trust, Shall remain unaffected, unchanged, and unimpaired by the reason of the execution of this modification agreement.
4. Nothing in this Agreement shall be understood or construed to be a satisfaction of 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 Borrowers and Lender will be bound by, and comply with all of the terms and provisions thereof, as amended by this agreement.

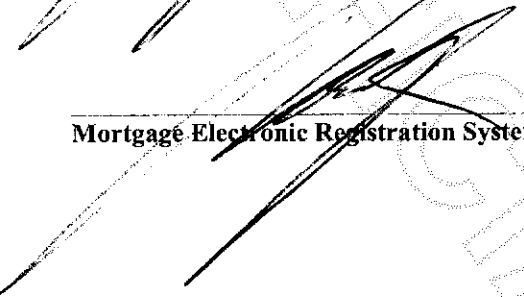

~~Orquidea Cervantes~~
Vice President

-Lender-


Robert Rotheder


Steve E. Rebman

-Borrower-


Mortgage Electronic Registration Systems, Inc. -Mortgagee-



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**CERTIFICATE OF
ACKNOWLEDGMENT**

(Corporate)

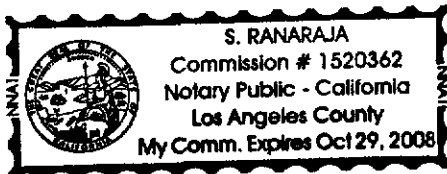
STATE OF CA
COUNTY OF Los Angeles

On 3-31-06 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Rothman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledge to me that he/she/they executed the same 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.

WITNESS my hand and official seal.

[Signature]
NOTARY SIGNATURE

(SEAL)



**CERTIFICATE OF
ACKNOWLEDGMENT**

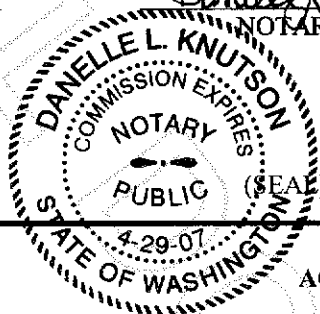
(Borrower)

STATE OF Washington
COUNTY OF Skagit

On 3-30-06 before me, the undersigned, a Notary Public in and for said State, personally appeared Steve E. Rebman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledge to me that he/she/they executed the same 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.

WITNESS my hand and official seal.

[Signature]
NOTARY SIGNATURE



**CERTIFICATE OF
ACKNOWLEDGMENT**

(Borrower)

STATE OF _____
COUNTY OF _____

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledge to me that he/she/they executed the same 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.

WITNESS my hand and official seal.

NOTARY SIGNATURE



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PLANNED UNIT DEVELOPMENT RIDER

Servicing Number: 11476554

REBMAN

Loan Number: 11476554

MIN: 100136300114765547

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **16th** day of **March 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **WMC MORTGAGE CORP.**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **3205 ARBOR STREET MOUNT VERNON, WA 98273**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY.**

(the "Declaration"). The Property is a part of a planned unit development known as **ROSEWOOD**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association;

MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01

DOCUZPT1
DOCUZPT1.VTX 08/25/2005

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Amended



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and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

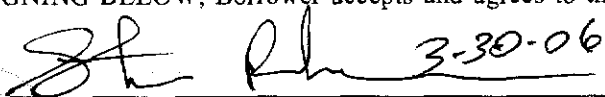
F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
PUD Rider:


- Borrower - STEVE E REBMAN - Date - 3-30-06

MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
DOCUZPT3
DOCUZPT3.VTX 08/25/2005
(page 3 of 3 pages)

Form 3150 1/01
Amended



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Skagit County Auditor

Schedule "A-1"

120133-SE

DESCRIPTION:

Lot 83, "ROSEWOOD P.U.D. PHASE 2, DIVISION II," as recorded on August 17, 2004, under Auditor's File No. 200408170112, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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