

**AFTER RECORDING MAIL TO:**

**Company Name:** RUTH RUHL, P.C.  
**Contact Name:** Recording Department  
**Address:** 2305 Ridge Road, Suite 106  
**City/State:** Rockwall, Texas 75087

**LOAN #:** 2000341546

**DOCUMENT TITLE:** Loan Modification Agreement

**REFERENCE NUMBERS OF RELATED DOCUMENTS:**

**Book/Liber:** N/A

**Page:** 1-19

**Instrument No.:** 2004154623

**BETWEEN**

**GRANTOR(S):**

1. Randy L. Daggy
2. Sallie M. Daggy
- 3.
- 4.

**AND**

**GRANTEE:** JPMorgan Chase Bank, as Trustee for the NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-4 by Saxon Mortgage Services, Inc. as its attorney-in-fact

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOT 14 OF THE CARSON VALLEY PARK, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 148, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**Assessor's Property Tax Parcel/Account Number(s):** 03-08-17-4-0-5100-00

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return To:  
RUTH RUHL, P.C.  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
2305 Ridge Road, Suite 106  
[Street Address]  
Rockwall, Texas 75087  
[City, State, Zip]

Prepared By:  
RUTH RUHL, P.C. and  
Co-Counsel, Routh Crabtree Olsen, PS

Saxon Imaged

MAY 14 09

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Loan No.: 2000341546

## LOAN MODIFICATION AGREEMENT

(Providing for Initial Temporary Fixed Rate with  
Conversion to Original Adjustable Interest Rate Note terms and Balloon Payment on the Maturity Date)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THIS LOAN AND ALL UNPAID INTEREST AND ANY OTHER AMOUNTS THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER WITH WHOM YOU HAVE THIS LOAN, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification Agreement ("Agreement"), effective this 1st day of October, 2008, between Randy L. Daggy and Sallie M. Daggy, husband and wife

and JPMorgan Chase Bank, as Trustee for the NovaStar Home Equity Loan Asset-Backed Certificates, Series 2004-4 by Saxon Mortgage Services, Inc. as its attorney-in-fact

("Borrower")

("Lender"),

Loan No.: 2000341546

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 16th, 2004 and recorded in Book/Liber N/A, Page 1-19, Instrument No. 2004154623, of the Official Records of Skamania County, Washington, and (2) the adjustable rate note (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 32 Alpine Lane, Carson, Washington 98610

the real property described being set forth as follows:

LOT 14 OF THE CARSON VALLEY PARK, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 148, IN THE COUNTY OF SKAMANIA, STATE OF 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 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 81,610.48, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

2. **Initial Temporary Fixed Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance at the yearly fixed rate of 8.025 %, from October 1st, 2008 until September 1st, 2013. Borrower promises to make sixty (60) monthly payments of principal and interest of U.S. \$623.72, beginning on the 1st day of November, 2008. Borrower will continue making monthly principal and interest payments on the same day of each succeeding month until October 1st, 2013.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from October 1st, 2013. The interest rate Borrower will pay will be determined in accordance with the terms of the Note and may change every six (6) months in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest beginning on the 1st day of November, 2013. The amount of Borrower's monthly principal and interest payments will be determined in accordance with the terms of the Note and may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of October, 2034, which is the present or extended Maturity Date.

**Borrower understands and acknowledges that the Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.**

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4. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

5. The Borrower acknowledges that interest has accrued but has not been paid and Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest under the Note and the Security Instrument, and that such interest, taxes, insurance premiums and other expenses in the total amount of \$ 5,652.16 (collectively, the "Balloon Amount") will be due and payable on the Maturity Date or upon payment-in-full of all sums evidenced by the Note and this Modification and secured by the Security Instrument and this Modification, whichever first occurs. The Balloon Amount shall not bear interest if paid on the Maturity Date or if the Loan is paid in full prior to the Maturity Date. The Balloon Amount may not be paid separately prior to the Maturity Date. However, if the Borrower defaults hereunder and fails to pay the Balloon Payment on the Maturity Date, then any such unpaid amount shall bear interest, if permitted by applicable law, at the interest rate borne by the Note from such date up to, but not including, the date full payment of the Balloon Payment is made.

6. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

7. Borrower understands and agrees 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 Borrower's 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) All terms and provisions of any interest only rider, where applicable, 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 interest only terms, said terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above.

(d) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(e) 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.

(f) 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 Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(g) Borrower agrees 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 Borrower.

8. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

Loan No.: 2000341546

9-17-08  
Date

Randy L. Daggy (Seal)  
Randy L. Daggy -Borrower

9-17-08  
Date

Sallie M. Daggy (Seal)  
Sallie M. Daggy -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

### BORROWER ACKNOWLEDGMENT

State of Washington §  
County of Skamania § ss.  
§

I certify that I know or have satisfactory evidence that Randy L. Daggy and Sallie M. Daggy

[name of person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-17-08

(Seal)

\_\_\_\_\_  
(Signature)

Melissa A. Anderson  
Typed/Printed Name

Notary Public  
(Title of Office)

Skamania County, Washington  
(Place of Residence of Notary Public)

- see jurat -

STATE OF WASHINGTON, }  
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Sallie Marie Daggy +  
Randall Lee Daggy to me known  
to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they  
signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of September 2008

MELISSA A. ANDERSON  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
AUGUST 19, 2012

Melissa Anderson  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires August 19, 2012

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_  
\_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_  
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

WA-46A (11/96)

This jurat is page 5 of 9 and is attached to Loan Modification Agreement dated 9.17.08

(na) (na)



Loan No.: 2000341546

JPMorgan Chase Bank, as Trustee for the  
NovaStar Home Equity Loan Asset-Backed -Lender  
Certificates, Series 2004-4 by Saxon  
Mortgage Services, Inc. as its attorney-in-  
fact

2-14-2009

-Date

By: Erika WellsTyped/Printed Name: Erika WellsIts: Saxon Mortgage Services Inc.

**Erika Wells**  
AVP, Saxon Mortgage Services Inc.

**LENDER ACKNOWLEDGMENT**

State of Texas

§

§ ss.:

County of Tarrant

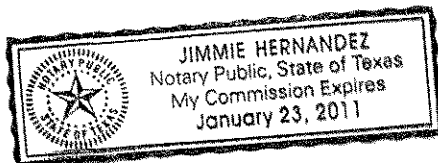
§

On this 14 day of February, 2009,  
appeared Erika Wells, AVP

to me known to be the (president, vice-president, secretary, treasurer, or other authorized officer or agent, as the case may be) of said entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)



Jimmie Hernandez  
(Signature)

Jimmie Hernandez  
Typed/Printed Name

Document Operations  
(Title of Office) Notary Public

Fort Worth Texas Tarrant  
(Place of Residence of Notary Public)