



200008140133

Kathy Hill, Skagit County Auditor
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0088 2416

Record and Return to:*When Recorded Return To:***First American Title Insurance Co.**

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept. *1342041*

Wells Fargo Loan Number:

472-1191011

Pool Number

00352165CD

FIXED RATE LOAN MODIFICATION AGREEMENT**Reference numbers of related documents:**

Mortgage/Deed of Trust

Dated

May 1, 1993

Recorded

September 3, 1993

Liber/Volume/Book

N/A

Page/Reel

N/A

Document/Instrument No.

9309030043

Grantor: GARY D. MC CORMICK**Grantee: RICKY C DONOVAN****Principal Balance now due and owing before the Modification****= \$88,621.68****Capitalized amount on Loan Modification Agreement****= \$5,580.73****Maximum Principal Indebtedness secured by Loan Modification Agreement****= \$94,202.41****Legal Description:**

1. 1007 S 28TH STREET, MOUNT VERNON, WA 98273
2. LOT 83, PARTINGTON PLACE DIVISION 3, IN VOLUME 15 OF PLATS, PAGES 56 & 57, SKAGIT COUNTY
3. Complete Legal Description is on last page of document

Assessor's Property Tax Parcel Number / P.I.N.**4591-000-083-0002**

Wells Fargo Loan #:

472-1191011

0088 2416

This document was prepared by:

W25 Mary Tabor

Wells Fargo Home Mortgage, Inc.

2051 Killebrew Dr. STE 500

Bloomington, MN 55425

FIXED RATE LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective*, between **RICKY C DONOVAN, married, LORRINE M DONOVAN, married, , , ,** ("Borrower") and Wells Fargo Home Mortgage, Inc., formerly known as Norwest Mortgage, Inc., ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **May 1, 1993**, in the original principal sum of U.S. **\$95,124.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on September 3, 1993 as Document Number 9309030043 in Book number N/A, on page No. N/A, of the Official Records of SKAGIT County, WA. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **1007 S 28TH STREET, MOUNT VERNON, WA 98273** the real property being described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

* 6-8-00 mb

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower(s) is the occupant of the Property and the same individual(s) who have current vested interest in the property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of **\$5,580.73** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **September 1, 2000**, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$94,202.41**.
3. 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 balance at the yearly rate of **8.875%**, beginning



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August 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. **\$749.52** (not including escrow deposit), beginning on **September 1, 2000** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2030** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Wells Fargo Home Mortgage, Inc. or at such other place as the Lender may require.

4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of **8.000%** beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. *[Check box if applicable.]*

☐ 1-4 Family Rider - Assignment of Rents

8. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agree as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails 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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[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].



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Date

6/24/00

RICKY C DONOVAN

Borrower

Date

6-21-2000

LORRINE M DONOVAN

Borrower

Date

Borrower

Date

Borrower

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF WASHINGTON)

COUNTY OF Skagit)

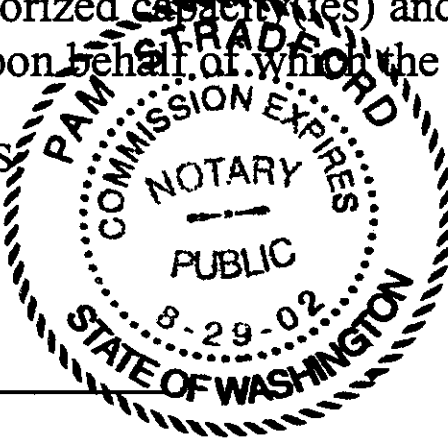
On this, the 21 day of June, 2000 before me personally appeared

RICKY C DONOVAN LORRINE M DONOVAN

known to me personally 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 the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES

8/29/02



SIGNATURE OF NOTARY PUBLIC, STATE OF WASHINGTON

PRINTED NAME OF NOTARY

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Investor Loan No.: G04-001-0001191011

WFHMI Loan No.: 472-1191011

-Date

6/23/00

WELLS FARGO HOME MORTGAGE, INC., FKA
NORWEST MORTGAGE INC.

-Lender

By: Linda LeLievre, Assistant Secretary

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF California

COUNTY OF Riverside



On

6/23/00

Date

before me,

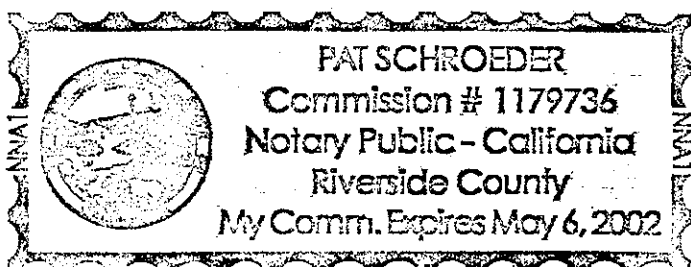
Pat Schroeder

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LINDA LE LIEVRE, ASSISTANT SECRETARY

Name(s) of 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 signatures 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.

Pat Schroeder

Signature of Notary Public

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EXHIBIT A

LOT 83, "PARTINGTON PLACE DIVISION 3", AS PER PLAT RECORDED IN VOLUME 15 OF
PLATS, PAGES 56, AND 57, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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