

When recorded mail to: **BMPG+**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 **4726205**
Attn: National Recordings 1120



200812030030
Skagit County Auditor

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Prepared By:
SHANNON MITCHELL
US BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

[Space Above This Line For Recording Data]

Original Recorded Date: **OCTOBER 20, 2003** **Freddie Mac Loan No.** **296039330**
Original Principal Amount: **\$ 133,000.00** **Loan No.** **8400022860**

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER:

ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the **23RD** day of **OCTOBER, 2008**, between **DAVID G WELK AND LORALTA WELK, HUSBAND AND WIFE**

("Borrower") and **US BANK, NA**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated **OCTOBER 16, 2003**, securing the original principal sum of U.S. \$ **133,000.00**, and recorded in **Instrument No. 200310200138** of the **Official** Records of **SKAGIT COUNTY, WASHINGTON** [Name of Records] [County and State, or other jurisdiction] and (2) the Balloon Note bearing the same date as, and secured by the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: **4115 H AVENUE, ANACORTES, WASHINGTON 98221**

[Property Address]

the real property described being set forth as follows:

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

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **NOVEMBER 1, 2008**, the amount payable under the note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **115,213.16**.
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 **6.125 %**, beginning **NOVEMBER 1, 2008**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **751.15**, beginning on the **1ST** day of **DECEMBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2033**, (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 **4801 FREDERICA STREET**, **OWENSBORO, KENTUCKY 42301** or at such other place as the Lender may require.

4. 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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. 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.



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8400022860

To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.

US BANK, NA

Kerensa Pate

_____(Seal)
Name: KERENSA PATE - Lender
Its: ASSISTANT VICE PRESIDENT

_____(Seal)
DAVID G WELK - Borrower

Loralta Welk

_____(Seal)
LORALTA WELK - Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

_____(Seal)
- Borrower

MULTISTATE BALLOON LOAN MODIFICATION—Single Family—Freddie Mac UNIFORM INSTRUMENT Form 3293 1/01 (page 3 of 4)
First American Loan Production Services WASHINGTON
First American Real Estate Solutions LLC
FALPS# WAFR3293-3 Rev. 06-02-08



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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that

~~DAVID G WELK AND LORALTA WELK, HUSBAND AND WIFE~~

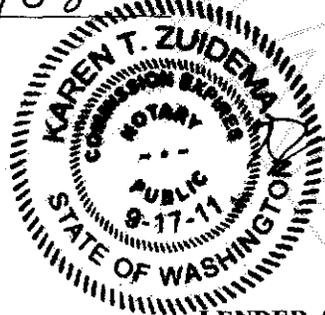
73

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 users and purposes mentioned in the instrument.

Dated 11/3/08

[Signature]
(Signature)

(Seal or stamp)



Notary
Title

My appointment expires 9/17/11

LENDER ACKNOWLEDGMENT

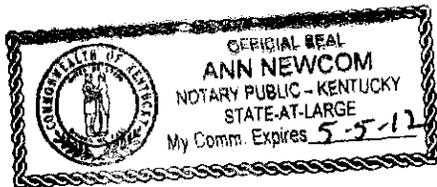
State of Kentucky

County of Daviess

This instrument was acknowledged before me on November 12, 2008 by KERENSA PATE

of ASSISTANT VICE PRESIDENT U.S. Bank, NA

a _____ corporation, on behalf of the corporation.



[Signature]
(Signature of officer) Ann Newcom

Special Loans Specialist
(Title of officer)

My commission expires: May 5, 2012



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Schedule "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

The West 505.04 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M.; EXCEPT the West 20 feet thereof for the road known as Avenue H; ALSO EXCEPT the East 170 feet thereof; ALSO EXCEPT the North 35 feet thereof conveyed to the City of Anacortes for public road, highway and utility purposes, by deed recorded under Auditor's File No. 673871, records of Skagit County, Washington; AND ALSO EXCEPT the following described tract:

The East 157.5 feet of the West 177.5 feet of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 25, EXCEPT the South 192.96 feet thereof.

 WELK
39372508

WA

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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200510200730
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STATE OF WASHINGTON
DEPARTMENT OF HEALTH

979-03
LOCAL FILE NUMBER

Health
CERTIFICATE OF DEATH

146

STATE FILE NUMBER

P. 4

1. NAME First: David, Middle: Glenn, Last: Welk				2. SEX (M/F) M		3. DEATH DATE (Mo, Day, Yr) Nov 30, 2003	
4. AGE LAST BIRTHDAY (Yrs) 68		5. UNDER 1 YEAR MOS: , DAYS: , HOURS: , MINS:		7. BIRTHDATE (Mo, Day, Yr) Sep 13, 1935		8. BIRTHPLACE (City, State or Foreign Country) Anacortes, WA	
11. CITY, TOWN OR LOCATION OF DEATH Anacortes				12. PLACE OF DEATH — BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1. HOME 2. IN TRANSPORT 3. EMERG. RMOUTFIT 4. HOSP. 5. IN HOME 6. OTHER PLACE Island Hospital		13. SMOKING IN LAST 15 YEARS? (Yes/No) No	
14. MARITAL STATUS — Married, Never married, Widowed, Divorced (Specify) Married		15. SURVIVING SPOUSE (If wife, give maiden name) Loralta (nmn) Smith		16. SOCIAL SECURITY NO. [REDACTED]		17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12): , College (1-4 or 5+): 2	
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Contractor/Carpenter		19. KIND OF BUSINESS OR INDUSTRY Construction		20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify: No		21. RACE (Specify) White	
22. RESIDENCE — NUMBER AND STREET 4115 H Avenue		23. CITY/TOWN OR LOCATION Anacortes		24. INSIDE CITY LIMITS? (Yes/No) Yes		25A. COUNTY Skagit	
25B. LENGTH OF RES. IN CO. 68y		26. STATE WA		27. ZIP CODE 98221			
28. FATHER'S NAME — FIRST, MIDDLE, LAST Theodore Frank Welk				29. MOTHER'S NAME — FIRST, MIDDLE, MAIDEN SURNAME Jeanne Viall Wilson			
30. INFORMANT — NAME Loralta Welk		31. MAILING ADDRESS STREET OR RFD NO. CITY OR TOWN STATE ZIP 4115 H Avenue, Anacortes, WA 98221					
32. BURIAL, CREMATION REMOVAL, OTHER (Specify) Burial		33. DATE (Mo, Day, Yr) Dec 4, 2003		34. CEMETERY/CREMATORY — NAME Grand View Cemetery		35. LOCATION — CITY/TOWN, STATE Anacortes, WA	
36. FUNERAL DIRECTOR SIGNATURE <i>Joseph Whelan</i>		37. NAME OF FACILITY Evans Funeral Chapel		38. ADDRESS OF FACILITY 1105 32nd Street Anacortes, WA 98221-			
TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN				TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER			
39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i> X				43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE X			
40. DATE SIGNED (Mo., Day, Yr) December 2, 2003		41. HOUR OF DEATH (24 Hrs.) 02:24 AM		44. DATE SIGNED (Mo., Day, Yr)		45. HOUR OF DEATH (24 Hrs.)	
42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)				46. PRONOUNCED DEAD (Mo., Day, Yr)		47. HOUR PRONOUNCED DEAD (24 Hrs.)	
48. NAME AND ADDRESS OF CERTIFIER — PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Robert P. Rieger M.D. 2511 M Avenue Suite A, Anacortes, WA 98221				49. ME/CORONER FILE NUMBER			
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH:							
IMMEDIATE CAUSE (Final disease or condition resulting in death):		A. <i>Melanoma, Colon, CA</i>				INTERVAL BETWEEN ONSET AND DEATH 3 yrs	
DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.		B. <i>Esophageal perforation 20 to above</i>				INTERVAL BETWEEN ONSET AND DEATH	
		C.				INTERVAL BETWEEN ONSET AND DEATH	
		D.				INTERVAL BETWEEN ONSET AND DEATH	
51. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVE ABOVE:						52. AUTOPSY? (Yes/No) No	53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes/No) No
54. ACC. SUICIDE, HOMICIDE, UNDET. OR PENDING INVEST. (Specify)		55. INJURY DATE (Mo, Day, Yr)		56. HOUR OF INJURY (24 Hrs)	57. DESCRIBE HOW INJURY OCCURRED:		
58. INJURY AT WORK? (Yes/No)		59. PLACE OF INJURY — AT HOME, FARM, STREET, FACTORY, OFFICE, BLOG, ETC. (Specify)			60. LOCATION — STREET OR RFD NO., CITY/TOWN, STATE		
61. RECORD AMENDMENT (Registrar use only) ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE				62. REGISTRAR SIGNATURE <i>x Dorothy Epps, deputy</i>		63. DATE RECEIVED (Mo., Day, Yr) DEC 2, 2003	

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-008 (Rev. 7/91) (formerly DSHS 9-150)



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DOH 01-003 (5/99)