

PREPARED BY:
ANN COOPER
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715



200901300128
Skagit County Auditor

1/30/2009 Page 1 of 5 11:40AM

When recorded mail to: MPG
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMST
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

4580176

Parcel No. P80253

[Space Above This Line for Recording Data]

Original Recorded Date: MAY 2, 2006
Original Principal Amount: \$ 250,001.00

Fannie Mae Loan No. 0151687084
Loan No. 7080151687084

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

39805818

This Loan Modification Agreement ("Agreement"), made this 3RD day of OCTOBER, 2008, between DANNY K. REEVES AND SUSAN R. REEVES, HUSBAND AND WIFE

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 26, 2006 and recorded in Instrument No. 200605020046

, of the Official Records of (Name of Records)

SKAGIT COUNTY, WASHINGTON

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

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

1909 SANDALWOOD COURT, MOUNT VERNON, WASHINGTON 98273

(Property Address)

Abbr. Legal: Lot 53 Sandalwood Vol 11 Pg 78

the real property described being set forth as follows:

**LOT 53, PLAT OF SANDALWOOD, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 11 OF PLATS, PAGE 78, RECORDS OF SKAGIT
COUNTY, WASHINGTON, SITUATED IN SKAGIT COUNTY, WASHINGTON. FOR
INFORMATION ONLY: LT 53, PLT OF SANDALWOOD, V411, P78**

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, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **275,723.19**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises 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 **8.625** %, from **NOVEMBER 1, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,187.62**, 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. The yearly rate of **8.625** % will remain in effect until principal and interest are paid in full. If on **MAY 01, 2036** (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.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower 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 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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06)

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# WAFM3179-2 Rev. 06-13-08

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WASHINGTON



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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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 such terms and provisions as those referred to in (a) above.
5. 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) Borrower has 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 Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) 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.



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6. This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WASHINGTON, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 247,342.04. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 275,723.19, which amount represents the excess of the unpaid principal balance of this original obligation.

WELLS FARGO BANK, N.A.

Lendra Artisan 12/31/08 (Seal)
Name: LENDRA ARTISAN - Lender
Its: VP of DOCUMENTATION

Danny K Reeves (Seal)
DANNY K. REEVES - Borrower

Susan R Reeves (Seal)
SUSAN R. REEVES - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06) (page 4 of 5)
First American Loan Production Services WASHINGTON
First American Real Estate Solutions LLC
FALPS# WAFM3179-4 Rev. 06-13-08



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BORROWER ACKNOWLEDGMENT

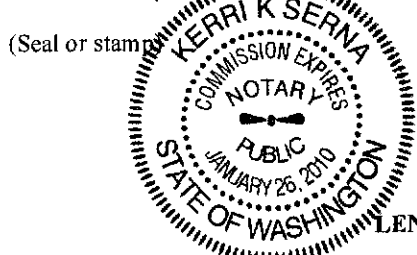
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that DANNY K. REEVES AND SUSAN R. REEVES

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 11/14/09



[Signature]
(Signature) Kerri K Serina

Notary
Title

My appointment expires 1-26-2010

LENDER ACKNOWLEDGMENT

STATE OF SC COUNTY York

The foregoing instrument was acknowledged before me this 12/31/08 by LEORA ARTISON, the VP OF DOCUMENTATION of WELLS FARGO BANK, a NATIONAL ASSOCIATION, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

Printed Name Melissa Y Rearden

Title or Rank _____

Serial Number, if any _____



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