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## PREPARED/DRAFTED BY:

Firm Solutions, LLC

9119 Corporate Lake Drive, Suite 300

Tampa, Florida 33634 ATTN: Jessica Benigni Loan Number: 0126964

Loan Number: 0126964 (7) File Number: M09028684

Freddie Mac Loan Number: 843841923

When recorded mail to: BMPG+

Equity Loan Services, Inc. Loss Mitigation Title Services- LMTS

1100 Superior Ave., Ste 200 4986866

Cleveland, OH 44114

Attn: National Recordings 1120

Order Number: 4986866 - BMPG

**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 April 1, 2009, between JAMES F. JERMYN, A MARRIED PERSON ("Borrower"), and WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated March 28, 2002, securing the original principal sum of U.S.One hundred and Twelve thousand and 00/100 Dollars (\$112,000.00), and recorded on March 29, 2002 in at Document No. 200203290187, of the Official Records of Skagit County, WA, 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: 2205 13TH ST, ANACORTES, WA 98221 the real property and is described as follows:

LOTS 4 AND 5, AND LOT 3, EXCEPT THE EAST 1/2 OF LOT 3, BLOCK 205 "MAP OF THE CITY OF ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX ID NO.: P56233

To evidence the election by the Borrower of the Conditional Right to Refinance 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 April 1, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$100,785.00.

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 yearly rate of 5.125%, beginning April 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$622.41, beginning on May 1, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2032, (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 Bank, N.A., 1 Home Campus, Des Moines, Iowa 50328-0001 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.

(Seal)

NOTARY
PUBLIC

Notary Print Name: Path K. Hart
Notary Public, State of Washing by
My Commission Expires: 6 - 14.11
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

## LENDER SIGNATURE

Lender does not, by its execution hereof, waive any right it may have against any person not a party hereto. Lender Name: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC.

By: Jane E. Hooper, Vice President Loan Documentation

Signature:

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LENDER ACKNOWLEDGMENT

State: <u>South Carolina</u> § County: <u>York</u> §

The foregoing instrument was acknowledged before me this 3 day of 1,2009, by Jane E. Hooper, Vice President Loan Documentation of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. F/K/A NORWEST MORTGAGE, INC., who is personally known to me.

(Seal)

NOTARY PUBLIC CAROLINIA

Notary Print Name: \_\_\_\_\_ Malia

Notary Public, State of South Carolina

My Commission Expires: 10-17-18
NOTARY SEAL MUST BE COMPLETELY LEGIBLE.

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