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Skagit County Auditor

1/4/2010 Page 1 of 4 12:17PM

When Recorded Return To: **MPG**

First American Title Company  
P.O. Box 27670  
Santa Ana, CA 92799  
Attr: Loss Mitigation Title Services

5390234

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FHA Case No. 0102542647

### LOAN MODIFICATION AGREEMENT

Original Recorded Date: **AUGUST 21, 2007**

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 4, 2009**  
between **DENNIS L. SORENSON AND LYNN SORENSON, HUSBAND AND WIFE**

("Borrower"), whose address is  
**1064 ALGER CAIN LAKE  
SEDRO WOOLLEY, WASHINGTON 98284**  
and  
**WELLS FARGO BANK, N.A.**

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SOUTH CAROLINA 29715**  
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
**AUGUST 15, 2007** and recorded in **Instrument No. 200708210081**  
**SKAGIT COUNTY**, **WASHINGTON**, and (2) the Note, in  
the original principal amount of U.S. \$ **213,150.00**, 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  
**1064 ALGER CAIN LAKE  
SEDRO WOOLLEY, WASHINGTON 98284**

*lot 1, Skagit Count short plat no. 91-78. Full recolon  
Pg. 2*

HUD Modification Agreement

First American Loan Production Services  
First American Real Estate Solutions LLC  
FALPS# HUDMOD Rev. 02-18-09



the real property described is located in **SKAGIT COUNTY,**  
and being set forth as follows:

**WASHINGTON**

**LOT 1, SKAGIT COUNTY SHORT PLAT NO. 91-78, REVISED AUGUST 28,  
1980, APPROVED AUGUST 28, 1980, AND RECORDED AUGUST 29, 1980,  
IN BOOK 4 OF SHORT PLATS, PAGE 168, UNDER SKAGIT COUNTY  
AUDITOR'S FILE NO. 8008290001; BEING A PORTION OF THE NORTH  
1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH,  
RANGE 4 EAST, W.M.**

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, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **226,998.05** consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.

2. 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 **5.375%**, from **OCTOBER 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,271.12**, beginning on the first day of **NOVEMBER, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 01, 2039** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at  
**WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SOUTH CAROLINA 29715**  
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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 under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

DLS LS



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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; and

(b) all terms and provisions of any adjustable rate rider, 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. 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 of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

*Dennis L. Sorenson*  
DENNIS L. SORENSON  
09-15-09  
-Borrower

*Lynn Sorenson*  
LYNN SORENSON  
09-15-09  
-Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

WELLS FARGO BANK, N.A.

*[Signature]*  
Name: \_\_\_\_\_ (Corporate Seal)  
Its: *Very loan documents* \_\_\_\_\_ -Lender



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**BORROWER ACKNOWLEDGMENT**

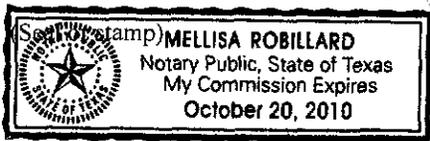
State of Texas  
County of McLennan

I certify that I know or have satisfactory evidence that DENNIS L. SORENSON AND LYNN SORENSON, HUSBAND AND WIFE

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 9-15-09

Mellisa Robillard  
(Signature)



Mellisa Robillard  
Title

My appointment expires 10-20-10

**LENDER ACKNOWLEDGMENT**

State of South Carolina  
~~Washington~~  
County of York

I certify that I know or have satisfactory evidence that Joseph Johnson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that heshe was authorized to execute the instrument and acknowledged it as the VP of Loan Documentation, Wells Fargo Bank a National Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated Sept 24, 2009

Regina F. Brant  
(Signature)

(Seal or stamp)

Notary  
Title

My appointment expires \_\_\_\_\_

My commission expires April 24th, 2019

HUD Modification Agreement  
First American Loan Production Services  
First American Real Estate Solutions LLC  
FALPS# WAHUDMOD-4 Rev. 02-18-09



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