



201001040110

Skagit County Auditor

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6 3:10PM

When Recorded Mail To:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

FAT Doc. No.: 5651932

County: Skagit

Document Title(s)

Balloon Loan Modification

Reference Number(s) of related documents:

200212200160

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

Kleweno, Donovan A. and Kleweno, Donna

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

US Bank, NA

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

(2.2600 ac) (TAX 10 DR15 DK1) THAT PORTION OF THE SE1/4 NE1/4 OF SEC 23, TWP 34, RNG 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 NE1/4; THENCE NORTH 400 FEET; THENCE EAST 120 FEET; THENCE SOUTH 400 FEET; THENCE WEST TO THE POIN - Abbreviated Legal Description, click the Assessment Details link above for viewing the full LEGAL DESCRIPTION

Complete legal on page 6

Assessor's Property Tax Parcel/Account Number

P22347

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

When Recorded Return To: **BMPG**

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

Prepared By:
SARAH BALLARD
U.S. BANK, NA
4801 FEDERICA STREET
OWENSBORO, KENTUCKY 42301

[Space Above This Line For Recording Data]

Original Recorded Date: **DECEMBER 20, 2002** Freddie Mac Loan No. **430299893**
Original Principal Amount: \$ **238,000.00** Loan No. **7884159531**

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 **3RD** day of
NOVEMBER, 2009, between
DONOVAN A. KLEWENO AND DONNA KLEWENO, HUSBAND AND WIFE

("Borrower") and **U.S. BANK, NA**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"),
dated **DECEMBER 10, 2002**, securing the original principal sum of U.S. \$ **238,000.00**,
and recorded in , at page(s) **1-19**, Instrument No. **200212200160**,
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:
16769 MCLEAN ROAD, MOUNT VERNON, WASHINGTON 98273

[Property Address]

MULTISTATE BALLOON LOAN MODIFICATION—Single Family—Freddie Mac UNIFORM INSTRUMENT Form 3293 1/01 (page 1 of 4)
First American Loan Production Services WASHINGTON
First American Real Estate Solutions LLC
FALPS# WAFR3293 Rev. 06-13-08



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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 **JANUARY 1, 2010**, the amount payable under the note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **211,762.31**.
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 **5.250 %**, beginning **JANUARY 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,323.01**, beginning on the **1ST** day of **FEBRUARY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 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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To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.

U.S. BANK, NA

Kerensa Pate

Name: KERENSA PATE

(Seal)

- Lender

Its: ASSISTANT VICE PRESIDENT

Donovan A. Kleweno

12-14-09

(Seal)

DONOVAN A. KLEWENO

- Borrower

Donna Kleweno

12-14-09

(Seal)

DONNA KLEWENO

- 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# WAER3293-3 Rev. 06-02-08



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BORROWER ACKNOWLEDGMENT

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that

DONOVAN A. KLEWENO AND DONNA KLEWENO

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 12-14-09

(Seal or stamp)

(Signature)

Title

My appointment expires 12-09-2010

LENDER ACKNOWLEDGMENT

State of Washington Kentucky

County of Daviess

I certify that I know or have satisfactory evidence that KERENSA PATE

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ASSISTANT VICE PRESIDENT of

US Bank, NA

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

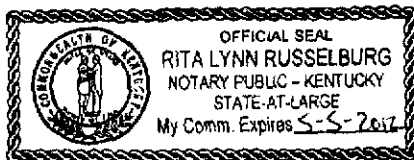
Dated 12-16-09

(Seal or stamp)

(Signature)

Title

My appointment expires 5-5-2012



MULTISTATE HALLOON LOAN MODIFICATION—Single Family—Freddie Mac UNIFORM INSTRUMENT Form 3293 1/01 (page 4 of 4)

First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# WAFR3293-4 Rev. 08-17-09

WASHINGTON



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DESCRIPTION:

PARCEL "A":

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence North 400 feet;
thence East 120 feet;
thence South 400 feet;
thence West to the point of beginning,

EXCEPT road along the South line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence North $0^{\circ}16'36''$ West (called North in previous descriptions) 400.00 feet along the West line of said subdivision to the Northwest corner of that certain parcel described in Statutory Warranty Deed to Donovan A. Kleweno and Donna Kleweno, husband and wife, recorded under Skagit County Auditor's File No. 9806300050 and being the true point of beginning;
thence North $89^{\circ}58'05''$ East (called East in previous descriptions) 120.00 feet along the North line of said Kleweno parcel to the Northeast corner thereof;
thence South $0^{\circ}16'36''$ East 370.00 feet parallel with the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ along the East line of said Kleweno parcel to the Southeast corner thereof, being on the Northerly right of way margin of McLean Road;
thence North $89^{\circ}58'05''$ East 117.73 feet along said Northerly right of way margin, parallel with the South line of said subdivision;
thence North $0^{\circ}16'36''$ West 401.00 feet parallel with the West line of said subdivision;
thence South $89^{\circ}58'05''$ West 237.73 feet, more or less, to the West line of said subdivision at a point bearing North $0^{\circ}16'36''$ West from the true point of beginning;
thence South $0^{\circ}16'36''$ East 31.00 feet along said West line to the true point of beginning.

Situate in the County of Skagit, State of Washington.

CMK
OK



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