



201006240053

Skagit County Auditor

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**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.: 5962102

County: SKAGIT

**Document Title(s)**

Loan Modification Agreement

**Reference Number(s) of related documents:**

200809260131

Additional Reference #'s on page 2

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

John E Fitzgerald and Patricia K Fitzgerald

Additional Grantors on page 2

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

PNC Mortgage

Additional Grantees on page 2

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

LOT 6, "SAUK MOUNTAIN VIEW ESTATES - NORTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2," AS PER PLAT RECORDED ON JANUARY 29, 2004, UNDER AUDITOR'S FILE NO. 200401290095, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Complete legal on page 7

**Assessor's Property Tax Parcel/Account Number**

48290000060000

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 mail to: #5962102

First American Title

Loss Mitigation Title Services 11759.1

P.O. Box 27670

Santa Ana, CA 92799

RE: FITZGERALD - PROPERTY REPORT

**THIS DOCUMENT WAS PREPARED BY:**

Annie Cramer

PNC MORTGAGE

3232 NEWMARK DRIVE

MIAMISBURG, OHIO 45342

Parcel #: P121341/4829-000-006-0000

[Space Above This Line for Recording Data]

Original Recorded Date: SEPTEMBER 26, 2008

Loan No. 0006077647

Original Principal Amount: \$ 219,300.00

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of MAY, 2010, between JOHN E. FITZGERALD AND PATRICIA K. FITZGERALD, HUSBAND AND WIFE

("Borrower") and PNC MORTGAGE, A DIVISION OF PNC BANK, NA

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated SEPTEMBER 24, 2008 and recorded in

Instrument No. 200809260131

, 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

1317 CASCADIA DR, SEDRO WOOLLEY, WASHINGTON 98284

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# FM3179 Rev. 04-05-10

Form 3179 1/01 (rev. 01/09)

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the real property described being set forth as follows:

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

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 **APRIL 29, 2001**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **226,841.05**, 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 **3.000 %**, from **MAY 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **989.37**, beginning on the **1ST** day of **JUNE, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.000 %** will remain in effect until principal and interest are paid in full. If on **OCTOBER 01, 2038** (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**  
 First American Loan Production Services  
 First American Real Estate Solutions LLC  
 FALPS# FM3179-2 Rev. 04-05-10

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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) 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.
- (d) 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.
- (e) 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 \$ 216,720.14. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 226,841.05, which amount represents the excess of the unpaid principal balance of this original obligation.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA

Angela Ulrich  
Name: ~~ANGELA ULRICH~~ Angela Ulrich - Lender  
Its: AGENT

John E. Fitzgerald  
JOHN E. FITZGERALD - Borrower (Seal)

Patricia K. Fitzgerald  
PATRICIA K. FITZGERALD - Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
- Borrower (Seal)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
First American Loan Production Services  
First American Real Estate Solutions LLC  
FALPS# FM3179-4 Rev. 04-05-10

Form 3179 1/01 (rev. 01/09)



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[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that  
**JOHN E. FITZGERALD AND PATRICIA K. FITZGERALD**

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 5-12-2010

(Seal or stamp)

Shelley C Knight  
(Signature)

Notary  
Title

My appointment expires 4-29-2012

**LENDER ACKNOWLEDGMENT**

**OHIO** **MONTGOMERY**  
STATE OF \_\_\_\_\_ COUNTY \_\_\_\_\_

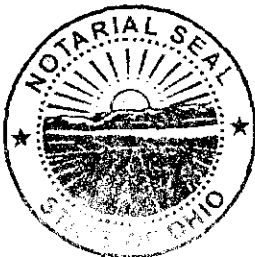
The foregoing instrument was acknowledged before me this May 24, 2010 by  
ANGELA ULRICH GIBEN BURNALL, the AGENT  
of PNC  
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any



**TIONA HILL**  
Notary Public, State of Ohio  
My Commission Exp. Oct. 31, 2014

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
First American Loan Production Services  
First American Real Estate Solutions LLC  
FALPS# WAFM3179-5 Rev. 06-17-09

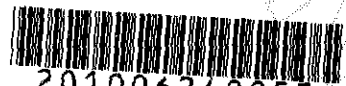
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WASHINGTON

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# LEGAL DESCRIPTION

LOT 6, "SAUK MOUNTAIN VIEW ESTATES - NORTH - A PLANNED RESIDENTIAL DEVELOPMENT  
PHASE 2," AS PER PLAT RECORDED ON JANUARY 29, 2004, UNDER AUDITOR'S FILE NO.  
200401290095, RECORDS OF SKAGIT COUNTY, WASHINGTON.



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