



201103160030

Skagit County Auditor

3/16/2011 Page

1 of

4 11:30AM

*When Recording Return To: BMPG*

First American Title Company

P.O. Box 27670

Santa Ana, CA 92799

Attn: Loss Mitigation Title Services

Prepared By: Sadi Waterstraat

U.S. Bank Home Mortgage

16900 West Capitol Drive

Brookfield, WI 53005

Phone: (262) 373-4759

Service Loan Number: 7884466785

### LOAN EXTENSION OF THE PROMISSORY NOTE AND DEED OF TRUST

**ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE 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 31 day of Jan, 2011, between *Jay A Smith and Sharon R Smith, Husband and Wife* ("Borrower"), and *U.S. Bank N.A.* ("Lender"), and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated *December 21, 2007*, securing the original principal sum of U.S. *\$168,750.00*, recorded on *January 3, 2008*, *Document Number 200801030070* and in *Skagit County* Records in the State of *Washington*. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS Registration No. *1000212 7884466785 2* and MERS Registration Date *January 8, 2008* which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: *6965 B Hobson Rd, Bow, WA 98232*, the real property described being set forth as follows:

See Attached

Parcel ID Number: R125932

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows: (notwithstanding anything contrary contained in the Note or Security Instrument)

This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

1. As of *February 1, 2011*, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. *\$161,962.20*.
2. 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 a yearly rate of *4.0%*, beginning *February 1, 2011*. The Borrower promises to make monthly payments of principal and interest of U.S. *\$818.25*, beginning on the *1<sup>st</sup> day of February 1, 2011*, and continuing thereafter on the same day of each succeeding month until principal and interest are paid-in-full. If on *January 1, 2014* ("Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory

Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. At this time of Maturity Date, full principal balance is due in full.

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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 terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.
4. 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 terms and provisions thereof, as amended by this Modification.

Jay A Smith  
Jay A Smith

Sharon R Smith  
Sharon R Smith

State of Washington

County of Skagit

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Jay A Smith and Sharon R Smith, Husband and Wife to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that They executed the same for the purpose therein expressed.

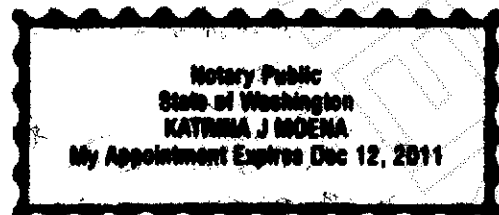
Witnesses my hand and official seal in the county and state afore said this 31<sup>st</sup> day of January, ~~2010~~ 2011 <sup>(PM)</sup>

My Commission Expires: 12/12/2011

Katrina J Moena  
Signature Notary Public

360-424-1084  
Notary Phone Number

Katrina J. Moena  
Name (typed or printed)



201103160030  
Skagit County Auditor

Lender:

U.S. BANK N.A.

By Patricia A. Ludka  
Patricia A Ludka, First Vice President

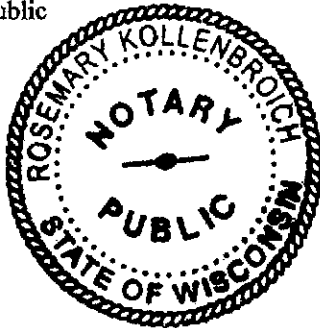
State of Wisconsin  
County of Waukesha

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named Patricia A Ludka, First Vice President, and was executed and acknowledged and delivered to be the act and deed of the above company.

Witness my hand and seal of office this 16 day of February, 2010.

My Commission Expires: March 3, 2013

Signature Notary Public



Rosemary Kollenbroich  
Signature Notary Public

Rosemary Kollenbroich  
Name (typed or printed)



201103160030  
Skagit County Auditor

## EXHIBIT A

### PARCEL A:

Lot 2 of SKAGIT COUNTY SHORT PLAT NO. 96-097, recorded March 8, 2007, under Auditor's File No. 200703080151, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 1, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington

### PARCEL B:

A non-exclusive easement for ingress, egress and utilities as delineated on the face of SKAGIT COUNTY SHORT PLAT NO. 96-097, recorded March 8, 2007, under Auditor's File No. 200703080151, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 1, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington



201103160030

Skagit County Auditor