

When recorded mail to: #6554199

First American Title

Loss Mitigation Title Services 12106.8

P.O. Box 27670

Santa Ana, CA 92799

RE: SMITH - BMPG+

When recorded mail to: #6554200



201103240123

Skagit County Auditor

3/24/2011 Page 1 of 5 1:25PM

Prepared By:
GAIL EVANS
U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

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Original Recorded Date: MARCH 8, 2004 Freddie Mac Loan No. 769742548
Original Principal Amount: \$ 140,000.00 Loan No. 8400026446

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 4TH day of
FEBRUARY, 2011, between
DENNY F SMITH AND DEANNE M SMITH, 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 FEBRUARY 20, 2004, securing the original principal sum of U.S. \$ 140,000.00,
and recorded in Instrument No. 200403080139
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:
17410 ALLEN ROAD, BOW, WASHINGTON 98232

[Property Address]

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 **APRIL 1, 2011**, the amount payable under the note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **68,462.86**.
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 **5.125 %**, beginning **APRIL 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **422.81**, beginning on the **1ST** day of **MAY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2034**, (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.

MULTISTATE BALLOON LOAN MODIFICATION--Single Family--Freddie Mac UNIFORM INSTRUMENT Form 3293 1/01 (page 2 of 4)

CoreLogic Document Services

WASHINGTON

CoreLogic, Inc.

CLDS# WAFR3293-2 Rev. 09-01-10



201103240123

Skagit County Auditor

8400026446

To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.

Denny F Smith 2/16/11 (Seal)
DENNY F SMITH - Borrower/Date

DeAnne M Smith 2/16/11 (Seal)
DEANNE M SMITH - Borrower/Date

____ (Seal)
- Borrower/Date

____ (Seal)
- Borrower/Date

____ (Seal)
- Borrower/Date

____ (Seal)
- Borrower/Date



201103240123
Skagit County Auditor

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

State of Washington

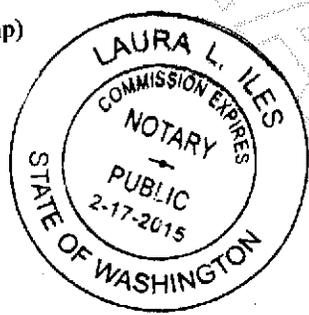
County of Skagit

I certify that I know or have satisfactory evidence that DENNY F SMITH AND DEANNE M SMITH and no others

are in the presence of me and they
is the person who appeared before me, and said persons 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. their

Dated 2-16-11

(Seal or stamp)



Laura L. Iles
(Signature)

Notary
Title

My appointment expires 2/17/15



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EXHIBIT A

BORROWER(S): DENNY F SMITH AND DEANNE M SMITH, HUSBAND AND WIFE

LOAN NUMBER: 8400026446

LEGAL DESCRIPTION:

ALSO KNOWN AS: 17410 ALLEN ROAD, BOW, WASHINGTON 98232

That portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the point of intersection of the West line of the Allen Road as conveyed to Skagit County by deed recorded February 24, 1976 under Auditor's File No. 830613 and the North line of the South 599.94 feet of said subdivision;

thence North $88^{\circ}58'42''$ West along said North line a distance of 288.71 feet;

thence North $18^{\circ}04'48''$ West, a distance of 139.74 feet;

thence South $88^{\circ}58'42''$ East a distance of 289.47 feet to the West line of said Allen Road;

thence South $17^{\circ}16'53''$ East along said West line a distance of 90.40 feet to a tangent curve to the left in said West line having a radius of 984.93 feet and a central angle of $2^{\circ}51'23''$;

thence Southeasterly along said curve an arc distance of 49.10 feet to the point of beginning. (Also known as Tract "A" of that certain Short Plat No. 6-76, recorded February 23, 1976, under Auditor's File No. 830548 in Volume 1 of Short Plats, page 112).

Situate in the County of Skagit, State of Washington.

