



201106200169

Skagit County Auditor

6/20/2011 Page

1 of

6 3:52PM

WHEN RECORDED MAIL TO:

Springleaf Financial Services
1616 N 18th Street Ste 120
Mount Vernon, WA 98273

This instrument was prepared by
Laura McClellan

LAND TITLE OF SKAGIT COUNTY

117 386-8

[Space above This Line for Recording Data]

P 36605
P 3658

LOAN MODIFICATION AGREEMENT

(For Modifying Closed End Mortgage Loans)

This Loan Modification Agreement ("Agreement"), made and effective this 17th day of June, 2011, by and between

Elly and Calvin Sherman ("Borrower") and

Springleaf Financial Services of Washington, Inc FKA American General Home Equity Inc.

("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms):

(1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), and the Rider(s), if any, dated the 25th day of July, 2005, and recorded in Book or Liber 200507260209, of the Skagit County Records of Washington and

(2) the Loan Agreement ("Note") to Lender, dated the 25th day of July, 2005, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", in the original principal balance of U.S. \$ 142,106.22, located at:

8033 Sheila Lane

Sedro Woolley, WA 98284

(Property Address)

This agreement also supercedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement

And, if this document is to be recorded, the real property described is set forth as follows:
See attached Legal Description

mLO# 249732

Terms not defined in this Agreement are as defined in the Note and/or Security Instrument.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 140,366.49, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, if permitted by law.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 7.50 %. \$ 0.00 of the Unpaid Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 140,366.49. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. ***Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, and my Total Deferred Payment Amount as defined below, based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly* Payment	Payment Begins On
1 - 24	7.50 %	(Date of Agreement) 06/17/11	923.71	07/17/11
25 - 365	7.50 %	06/17/13	993.62	07/17/13

Borrower also agrees to pay in full \$ 0.00, which is the sum of (1) the Deferred Principal Balance and (2) Deferred Interest (the "Total Deferred Payment Amount"), plus any other amounts still owed by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or on (iii) the maturity date ("Maturity Date").

2. **Remaining Term:** If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the "Maturity Date", those amounts will be immediately due and payable on the Maturity Date by the Borrower.

☒ If checked, the new Maturity Date is the 1st day of November, 2041.

3. **Place of Payment:** Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
4. 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.



5. 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 of this Agreement:

- (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, 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.

6. 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (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.



Except where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Springleaf Financial Services of Washington
Name of Lender

Elly (Seal)
Borrower

By: VINCENT GIANBROJE

CR Skar (Seal)
Borrower

[Signature]
Witness Signature

6/17/11
Date

Witness Signature Date



DESCRIPTION:

PARCEL "A":

Tract B of Skagit County Short Plat No. 36-76, approved January 4, 1977 and recorded January 10, 1977, under Auditor's File No. 848992 in Book 2 of Short Plats, page 13, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Sheila Lane as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A portion of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of said subdivision;
thence South $02^{\circ}29'46''$ East, along the West line thereof, a distance of 332.38 feet;
thence South $88^{\circ}40'26''$ East, a distance of 159.82 feet;
thence North $2^{\circ}35'24''$ West, a distance of 331.31 feet to the North line of said subdivision;
thence North $88^{\circ}16'40''$ West along the North line of said subdivision, a distance of 159.39 feet to the point of beginning,

EXCEPT the North 30 feet thereof, conveyed to Skagit County by Deeds recorded September 19, 1924, in Volume 133 of Deeds, page 541, and recorded June 26, 1986 in Volume 654 of Deeds, page 270, under Auditor's File No. 8606260026.

Situate in the County of Skagit, State of Washington.



201106200169

Skagit County Auditor

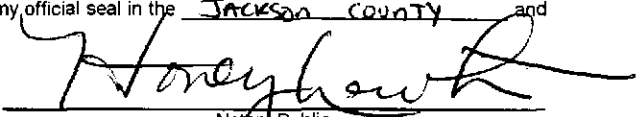
STATE OF MISSOURI, COUNTY of JACKSON ss:

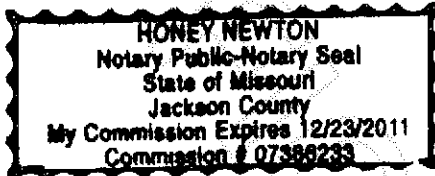
On this 17TH day of JUNE, 2011, before me personally appeared ELLY AND CALVIN SHERMAN, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the JACKSON COUNTY and State aforesaid, the day and year first above written.

My Term expires:

12/23/11


Notary Public



201106200169

Skagit County Auditor