

This Document Prepared By:

WESLEY N MELHISER

U.S.

BANK, NA

4801 FREDERICA STREET

OWENSBORO, KENTUCKY 42301



201108030056

Skagit County Auditor

8/3/2011 Page

1 of

7 1:48PM

When recorded mail to: #6623713

First American Title

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: MCCALLUM - PROPERTY REPORT ; This Line For Recording Data]

Original Recorded Date: **APRIL 28, 2009**
Original Principal Amount: \$ 237,600.00

Freddie Mac Loan No. 551688645
Loan No. 7884661749
MERS MIN 1000212 7884661749 1

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION 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 Loan Modification Agreement (the "Agreement"), made and effective this **31ST** day of **MAY, 2011**, between
Mortgage Electronic Registration Systems, Inc.
by **U.S. Bank, NA, (authorized agent, Nominee)**

("Lender")

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee"),
and **RICK D MCCALLUM AND THERESA M MCCALLUM, HUSBAND AND WIFE**

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **APRIL 28, 2009**, in the original principal sum of U.S. \$ **237,600.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in

Instrument No. 200904280147

of the **Official** Records of **SKAGIT COUNTY, WASHINGTON**. The

[Name of Records]

[County and State, or other Jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

2218 17TH ST, ANACORTES, WASHINGTON 98221

[Property Address]

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WAFR5161 Rev. 02-24-11

Form 5161 3/04

(page 1 of 6)

WASHINGTON

7884661749

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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **JUNE 1, 2011**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **236,502.88**.
2. Interest Rate. 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 **4.875 %**, beginning **JUNE 1, 2011**, both before and after any default described in the Note. The yearly rate of **4.875 %** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,120.90**, beginning on the **1ST** day of **JULY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 01, 2051**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 Frederica Street
Owensboro, Kentucky 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WAFR5161-2 Rev. 02-24-11

Form 5161 3/04

(page 2 of 6)

WASHINGTON



201108030056
Skagit County Auditor

6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

8. 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 \$ 231,526.11. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 236,502.88, which amount represents the excess of the unpaid principal balance of this original obligation.

(Acknowledgments on following page)

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WAFR5161-3 Rev. 02-24-11

Form 5161 3/04

(page 3 of 6)

WASHINGTON



201108030056

Skagit County Auditor

7884661749

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. 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.

Mortgage Electronic Registration Systems, Inc.
by U.S. Bank, NA, (authorized agent, Nominee)

Name: SHANAN OWEN

- Lender

Its: ASSISTANT SECRETARY OF MERS

Rick D. McCallum

RICK D MCCALLUM

- Borrower

Theresa M. McCallum

THERESA M MCCALLUM

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) -Single Family--Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WAFR5161-4 Rev. 02-24-11

Form 5161 3/04

(page 4 of 6)

WASHINGTON



201108030056
Skagit County Auditor

8/3/2011 Page

4 of

7 1:48PM

7884661749

[Space Below This Line For Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of SKAGIT

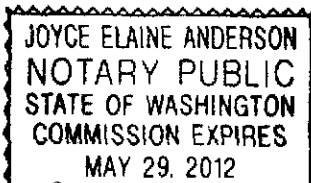
I certify that I know or have satisfactory evidence that
RICK D MCCALLUM AND THERESA M MCCALLUM

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 uses and purposes mentioned in the instrument.

Dated 6-8-2011

Joyce Elaine Anderson
(Signature)

(Seal or stamp)



Board MEMBER
Title

My appointment expires May 29, 2012

LENDER ACKNOWLEDGMENT

State of DANIELS
County of DANIELS

I certify that I know or have satisfactory evidence that **SHANAN OWEN**

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 SECRETARY OF MERS of

U.S. Bank, N.A.

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

Dated 6-28-2011

Wanda Gatewood
(Signature)

(Seal or stamp)



Notary
Title

My appointment expires 10-26-2011

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT

Form 5161 3/04

CoreLogic Document Services

(page 5 of 6)

CoreLogic, Inc.

TON


CLDS# WAFR5161-5 Rev. 02-24-11



201108030056
Skagit County Auditor

8/3/2011 Page 5 of 7 1:48PM

7884661749



Mortgage Electronic Registration Systems, Inc.

-Mortgagee

State of KY

County of Daviess

I certify that I know or have satisfactory evidence that SHANAN OWEN
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 _____ of

U.S. Bank, N.A.

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

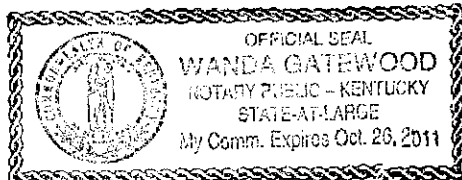
Dated 6.26.2011

Wanda Gatewood
(Signature)

(Seal or stamp)

Notary
Title

My appointment expires 10.26.2011



MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) --Single Family--Freddie Mac UNIFORM INSTRUMENT

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WAFR5161-6 Rev. 02-24-11

Form 5161 3/04

(page 6 of 6)

WASHINGTON



201108030056
Skagit County Auditor

8/3/2011 Page

6 of

7 1:48PM

EXHIBIT A

BORROWER(S): RICK D MCCALLUM AND THERESA M MCCALLUM, HUSBAND AND WIFE

LOAN NUMBER: 7884661749

LEGAL DESCRIPTION:

LOTS 11, 12 AND THE WEST 1/2 OF LOT 13, BLOCK 208, 'MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON,' AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. ALSO SHOWN OF RECORD AS PARCEL 'A,' SURVEY UNDER AUDITOR'S FILE NO. 9402230059. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

ALSO KNOWN AS: 2218 17TH ST, ANACORTES, WASHINGTON 98221



201108030056

Skagit County Auditor