

This Document Prepared By:
U.S. BANK, NA
4801 FREDERICA STREET
OWENSBORO, KENTUCKY 42301



201201050046
Skagit County Auditor

1/5/2012 Page 1 of 7 12:05PM

When recorded mail to: #6401908
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: YOUNG - PROPERTY REPORT

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Original Recorded Date: AUGUST 31, 2009
Original Principal Amount: \$ 184,026.00

Loan No. 7884466969
FHA/VA Case No. 703 561-9279989
MERS MIN 1000212 7884466969 2

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 19TH day of APRIL, 2011, between SETH A YOUNG

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

("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated AUGUST 31, 2009 and recorded in Instrument No. 200908310148 of the Official Records of SKAGIT COUNTY, WASHINGTON, and (2) the Note, bearing the same date as, and 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 1628 S 6TH ST, MOUNT VERNON, WASHINGTON 98273

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CLDS# HUD-MODMI Rev. 11-08-10

(page 1 of 6)

7884466969

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 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **127,941.23**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **229.49** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.875 %**, from **APRIL 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **677.08**, 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, 2041** (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 it 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.

HUD MODIFICATION AGREEMENT

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CLDS# HUD-MODM-2 Rev. 02-21-11

(page 2 of 6)



201201050046
Skagit County Auditor

1/5/2012 Page

2 of

7 12:05PM

7884466969

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:
 - (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, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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 as 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

HUD MODIFICATION AGREEMENT
CoreLogic Document Services
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CLDS# HUD-MODM-3 Rev. 02-21-11

(page 3 of 6)



201201050046
Skagit County Auditor

7884466969

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

Rachel Fulks

Name: RACHEL FULKS (Seal)
- Lender
Its: ASSISTANT SECRETARY OF MERS

Seth A Young
SETH A YOUNG

(Seal)
- Borrower

HUD MODIFICATION AGREEMENT
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CLDS# HUD-MODM-4 Rev. 02-21-11

(page 4 of 6)



201201050046
Skagit County Auditor

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

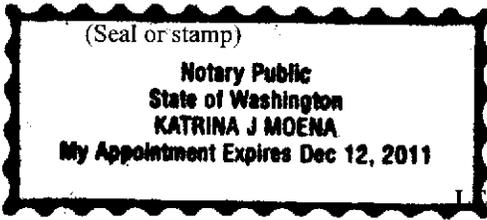
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Seth A. Young
SETH A YOUNG

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 5/2/11



Katrina Moena
(Signature)

Notary
Title

My appointment expires 12/12/11

UNDER ACKNOWLEDGMENT

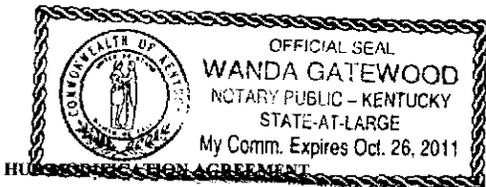
State of KY
County of Daviess

I certify that I know or have satisfactory evidence that RACHEL FULKS
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

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

Dated 10-26-2011

(Seal or stamp)



Wanda Gatewood
(Signature)

notary
Title

My appointment expires 10-26-2011

HUBBARD COLLECTION AGREEMENT
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CLDS# WAHUD-MODM-5 Rev. 10-19-10

(page 5 of 6)
WASHINGTON



Rachel Fulks

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

State of NY

County of DAVIES

I certify that I know or have satisfactory evidence that RACHEL FULKS 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 _____

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

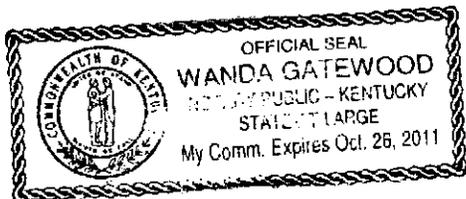
Dated 5-16-2011

Wanda Gatewood
(Signature)

(Seal or stamp)

Notary
Title

My appointment expires 10-26-2011



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(page 6 of 6)

WASHINGTON



201201050046
Skagit County Auditor

EXHIBIT A

BORROWER(S): SETH A YOUNG

LOAN NUMBER: 7884466969

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SECTION 29 TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

ALSO KNOWN AS: 1628 S 6TH ST, MOUNT VERNON, WASHINGTON 98273

