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Skagit County Auditor

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8 8:39AM

After Recording Return To:  
JPMORGAN CHASE BANK, N.A.  
CHASE RECORDS CENTER  
RE: COLLATERAL TRAILING  
DOCUMENTS  
PO BOX 8000  
MONROE, LA 71203

This Document Prepared By:  
JPMORGAN CHASE BANK, N.A.  
2210 ENTERPRISE DRIVE  
FLORENCE, SC 29501-1109

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## LOAN MODIFICATION AGREEMENT

Loan Number 5304255028

This Loan Modification Agreement ("Agreement"), made this 1ST day of JANUARY, 2012, between DANIEL A BOGGS A SINGLE MAN AS HIS SEPERATE ESTATE ("Borrower") and JPMORGAN CHASE BANK, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 09, 2007 and recorded in reference numbers of documents modified: RECORDED MARCH 14, 2007 AS INSTRUMENT NO. 200703140055 and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and property described in the Security Instrument and defined therein as the "Property", located at

40437 BATES LANE, CONCRETE, WASHINGTON 98237

(Property Address)

the real property described being set forth as follows:

### LEGAL DESCRIPTION:

LOT 2 OF SKAGIT COUNTY SHORT PLAT PL-00-0198, APPROVED OCTOBER 10, 2000 AND RECORDED OCTOBER 10, 2000 UNDER AUDITOR'S FILE NO. 200010100167, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., AND A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. A.P. NO. P117192

JPMC MODIFIED LOAN MODIFICATION AGREEMENT – Single Family – Fannie Mae UNIFORM INSTRUMENT ver.  
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Tax Parcel No: 35070230030200

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 JANUARY 01, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$328,032.79 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower agrees to pay the Unpaid Principal Balance in the amount of \$328,032.79, plus interest, to the order of Lender. Interest at the rate of 2.000% will begin to accrue on the Unpaid Principal Balance as of DECEMBER 01, 2011 and the first new monthly payment on the Unpaid Principal Balance will be due on JANUARY 01, 2012. The new Maturity Date will be MARCH 01, 2046. Borrower's payment schedule for the modified Loan is as follows:

| Years | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Payment Begins on | Number of Monthly Payments |
|-------|---------------|---------------------------|---|-------------------|----------------------------|
| 1-5   | 2.000%        | 12/01/2011                | \$1,103.10                                    | 01/01/2012        | 60                         |
| 6     | 3.000%        | 12/01/2016                | \$1,254.68                                    | 01/01/2017        | 12                         |
| 7-34  | 4.000%        | 12/01/2017                | \$1,412.47                                    | 01/01/2018        | 339                        |

3. 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.

4. 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.



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- (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) 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.
- (d) Borrower shall not be charged for any costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees.
- (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.
5. If Borrower previously received a chapter 7 bankruptcy discharge but did not reaffirm under applicable law amounts due under the Note:
- (a) Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of any such discharge in bankruptcy granted to Borrower prior to the execution of this Agreement,
- (b) Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances.
- (c) The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder.
- (d) Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
6. Borrower hereby absolutely and unconditionally assigns and transfer to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's



agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
8. If the original loan documents did not include standard provisions for escrow items, Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are



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called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.



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(SIGNATURES CONTINUE ON FOLLOWING PAGES)

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TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DANIEL A BOGGS A SINGLE MAN AS HIS SEPERATE ESTATE, LOAN NUMBER 5304255028 WITH A MODIFICATION EFFECTIVE DATE OF January 01, 2012

In Witness Whereof, the Borrower(s) have executed this agreement.

[Signature]  
Borrower - DANIEL A BOGGS

Date: 12/12/12 <sup>1124</sup>

State of WASHINGTON )

County of Skagit ) ss: )

On this day personally appeared before me DANIEL A BOGGS to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 12th day of Dec 2012.

(Seal) My commission expires: Dec. 5, 2013



[Signature]  
Notary Public



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TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And DANIEL A BOGGS A SINGLE MAN AS HIS SEPERATE ESTATE, LOAN NUMBER 5304255028 WITH A MODIFICATION EFFECTIVE DATE OF January 01, 2012

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Claudia Gamboa  
Vice President

Date: \_\_\_\_\_

12-30-11

State of COLORADO  
County of DENVER

The foregoing instrument was acknowledged before me this 30th day of Dec, 2011 by Claudia Gamboa, Vice President of JPMORGAN CHASE BANK, N.A., a national banking association.

AHMED ELOUMRANI  
[SEAL] NOTARY PUBLIC  
STATE OF COLORADO

MY COMMISSION EXPIRES 1-20-2015

\_\_\_\_\_  
(signature of person taking acknowledgment)

Notary  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

My Commission expires: \_\_\_\_\_

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