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FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING



201211020067

Skagit County Auditor

11/2/2012 Page 1 of 5 10:29AM

This Document Prepared By:  
**VALERIE HAYES**  
**PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL**  
**ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

~~When recorded mail to: #7298858~~

First American Title 

Loss Mitigation Title Services 1454.1

P.O. Box 27670

Santa Ana, CA 92799

RE: MARQUEZ - PROPERTY REPORT

Tax/Parcel No. 46250000040003

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Original Principal Amount: \$245,528.00

FHA/VA Case No.: 561-8484984-703

Unpaid Principal Amount: \$232,292.80

Loan No: 0005961450

New Principal Amount \$253,635.13

New Money (Cap): \$21,342.33

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 5TH day of SEPTEMBER, 2012, between MIREYA MARQUEZ A SINGLE PERSON, JOSE G MARQUEZ AND, MARIA MARQUEZ HUSBAND AND WIFE ("Borrower"), whose address is 1214 CRYSTAL LANE, BURLINGTON, WASHINGTON 98233 and PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 14, 2008 and recorded on FEBRUARY 21, 2008 in INSTRUMENT NO. 200802210103, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$245,528.00, 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 1214 CRYSTAL LANE, BURLINGTON, WASHINGTON 98233

the real property described is located in **SKAGIT COUNTY, WASHINGTON** and being set forth as follows:

**LOT 4, "PLAT OF COUNTRY AIRE PHASE 3," AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 157 AND 158, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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, **OCTOBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$253,635.13**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$21,342.33** 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 **3.7500%**, from **OCTOBER 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,174.62**, beginning on the **1ST** day of **NOVEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2042** (the "Maturity Date"), the 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 a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever cancelled, 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.

 MARQUEZ  
45946041

WA

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT





201211020067  
Skagit County Auditor

In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Eileen Burrall  
By EILEEN BURRALL (print name)  
Mortgage Officer (title)

9-28-12  
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio  
County of Montgomery

The foregoing instrument was acknowledged before me this 9-28-12  
(date) by EILEEN BURRALL, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF  
PNC BANK, NATIONAL ASSOCIATION, a \_\_\_\_\_  
corporation, on behalf of the corporation



Keith J. Bennett  
(Signature of person taking acknowledgment)

KEITH J. BENNETT  
(Title or rank) NOTARY PUBLIC - STATE OF OHIO  
Recorded in Montgomery County  
My commission expires Sept. 30, 2015

(Serial Number, if any)

This instrument was prepared by:  
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION  
3232 NEWMARK DR  
MIAMISBURG, OH 45342



In Witness Whereof, I have executed this Agreement.

X Mireya Marquez (Seal)  
Borrower  
**MIREYA MARQUEZ**  
09-19-12  
Date

X Jose G. Marquez (Seal)  
Borrower  
**JOSE G MARQUEZ**  
9-19-2012  
Date

X Maria Marquez (Seal)  
Borrower  
**MARIA MARQUEZ**  
09-19-12  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

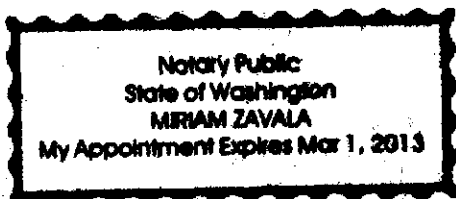
State of **WASHINGTON**  
County of SKAGIT

I certify that I know or have satisfactory evidence that **MIREYA MARQUEZ, JOSE G MARQUEZ, MARIA MARQUEZ** 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 users and purposes mentioned in the instrument.

Dated 9/19/2012

[Signature]  
(Signature)

(Seal or Stamp)



NOTARY PUBLIC  
(Title)

My appointment expires: 3/1/2013

