

RECORDING REQUESTED BY:

Chevron Federal Credit Union

WHEN RECORDED MAIL TO:

Chevron Federal Credit Union
500 12th Street, 2nd Floor
Oakland, CA 94607

267682



201303110140

Skagit County Auditor

3/11/2013 Page 1 of 7 2:34PM

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of January 2013, between Joseph M. Rochefort and Julie C. Rochefort and Betty Collings and Molly Rochefort (Borrower") and Chevron Federal Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 12, 2011 and recorded in Instrument # 201109090086 of the Official Records of the County of Skagit 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

2325 East Meadow Boulevard, Mount Vernon, WA 98273
(Property Address)

the real property described being set forth as follows:

Lot 44, THE MEADOW – PHASE II, according to the plat thereof, recorded in Volume 16 of Plats, pages 1 through 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

APN/Parcel ID(s): P106513/4638-000-044-0003

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 29, 2013 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$94,106.93 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 2.750% from February 1, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$638.63 beginning on the 1st day of March 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.750% will remain in effect until principal and interest are paid in full. If on February 1, 2028 (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.

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 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.
5. 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) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (f) 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.



201303110140

Skagit County Auditor



HUMBERTO ORNELAS

(Seal)

-Lender

By: VP, LENDING

CHEVRON FEDERAL CREDIT UNION


JOSEPH M. ROCHEFORT

(Seal)

-Borrower


JULIE C. ROCHEFORT


(Seal)

-Borrower


BETTY COLLINGS

(Seal)

-Borrower


MOLLY ROCHEFORT

(Seal)

-Borrower

[Space Below This Line For Acknowledgments]



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Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF NEVADA, BEING KNOWN AND DESIGNATED AS FOLLOWS:

UNIT 1, IN BLOCK A, AS SHOWN ON THE FINAL MAP OF WESTWOOD PARK UNIT NO. IV, PHASE A, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 4, 1993 IN BOOK 393, PAGE 797. AS DOCUMENT NO. 301078

BEING THE SAME PROPERTY DESCRIBED IN DEED DOC # 638013, DATED. 02/18/2005. AND RECORDED 03/03/2005, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.

COMMONLY KNOWN AS 1758 MAHOGANY CIRCLE, MINDEN, NV 89423.

Parcel ID: 1320-30-111-001

Commonly known as 1758 Mahogany Circle, Minden, NV 89423
However, by showing this address no additional coverage is provided



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Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

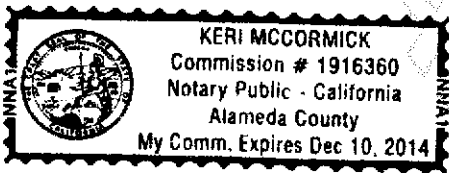
State of California

County of Alameda

On February 28, 2013 before me, Keri McCormick, Notary Public

personally appeared Humberto Ornelas

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Keri McCormick

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Loan Modification Agreement

Document Date: January 29, 2013 Number of Pages: 3 (three)

Signer(s) Other Than Named Above: Joseph M. Rochefort, Julie C. Rochefort,

Capacity(ies) Claimed by Signer(s) Betty Collins, and Molly Rochefort

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

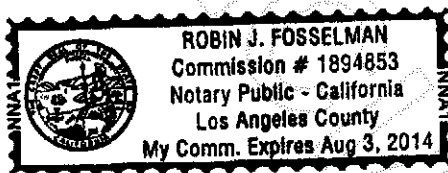
CIVIL CODE § 1189

State of California

County of Los Angeles

On February 25, 2013 before me, Robin J. Fosselman, Notary Public

personally appeared Joseph M. Rochefort, Julie C. Rochefort and Betty Collings



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Robin J. Fosselman

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Loan modification Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



201303110140
Skagit County Auditor

Washington ^{NR}
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of ~~California~~ ^{WASHINGTON} ^{NR}

County of Skagit

On 24 Feb 2013 before me, Susan Rea Thrasher
Date Here Insert Name and Title of the Officer

personally appeared Molly Ann Rochefort
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Susan Rea Thrasher
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



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