

UNRECORDED
WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



201303260002
Skagit County Auditor

3/26/2013 Page 1 of 8 9:33AM

-Please print or type information **WASHINGTON RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of Related Documents:

DOC ID #200710190097

Additional reference #'s on page of document

Grantor(s) CANDICE J EYRE

Grantee(s) U.S. BANK N.A.

TRUSTEE:

Legal description: TRACT "U", OTTO GREENSTREET'S ADD, VOL 6, PG 18.

Complete Legal Description: PAGE 8

Assessor's Property Tax Parcel/Account Number: 41590000210006

Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

This Document Prepared By:
DEB WIESE
U.S. BANK N.A.
MAIL CODE: MK-WI-RFHM
809 S. 60TH ST, SUITE 210
WEST ALLIS, WI 53214
855-698-7627

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 41590000210006

[Space Above This Line for Recording Data]

Original Principal Amount: \$172,788.00
Unpaid Principal Amount: \$142,088.50
New Principal Amount \$142,120.17
New Money (Cap): \$31.67

FHA\VA Case No.:7035618408489
MERS Min: 100021278844667720
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 28TH day of JULY, 2011, between CANDICE J EYRE, A SINGLE PERSON ("Borrower"), whose address is 701 GREENSTREET BLVD, SEDRO WOOLLEY, WASHINGTON 98284 and U.S. BANK N.A. ("Lender"), whose address is 809 S. 60TH ST, SUITE 210, WEST ALLIS, WI 53214 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated OCTOBER 5, 2007 and recorded on OCTOBER 19, 2007 in INSTRUMENT NO. 200710190097, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$172,788.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned



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MERS Registration No. 100021278844667720, and MERS Registration Date **OCTOBER 23, 2007**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **701 GREENSTREET BLVD, SEDRO WOOLLEY, WASHINGTON 98284** the real property described is located in **SKAGIT COUNTY, WASHINGTON** and 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, **JUNE 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$142,120.17**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$31.67** 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 **5.0000%**, from **JUNE 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$762.93**, 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 1, 2041** (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.**



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- UNOFFICIAL DOCUMENT
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.



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In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Debra R. Wiese
By **Debra R. Wiese** (print name)
Vice President (title)

1-3-13
Date

[Space Below This Line for Acknowledgments]

State of WISCONSIN

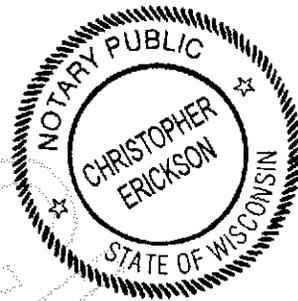
County of MILWAUKEE

This instrument was acknowledged before me on 1-3-13 (date), by **DEBRA R. WIESE**, the **VICE PRESIDENT** of **U.S. BANK N.A.**, on behalf of said entity.

Christopher Erickson
Christopher Erickson, Notary Public

(Seal, if any)

My Commission Expires on September 1, 2013



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By Debra R. Wiese (print name)
Assistant Secretary (title)

1-3-13
Date

[Space Below This Line for Acknowledgments]

State of WISCONSIN

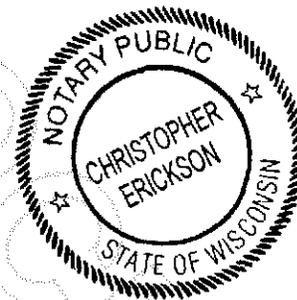
County of MILWAUKEE

This instrument was acknowledged before me on 1-3-13 (date), by **Debra R. Wiese**, the **Assistant Secretary** of Mortgage Electronics Registrations Systems, Inc., a Delaware corporation, on behalf of said entity.

Christopher Erickson
Christopher Erickson, Notary Public

(Seal, if any)

My Commission Expires on September 1, 2013



In Witness Whereof, I have executed this Agreement.

Candice J Eyre (Seal)
Borrower
CANDICE J EYRE
12/26/2012
Date

Borrower (Seal)

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 CANDICE J EYRE 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 12/26/2012

Troy F. Buechler
(Signature)

(Seal or Stamp)

Branch Manager
(Title)

My appointment expires: Dec. 8, 2014

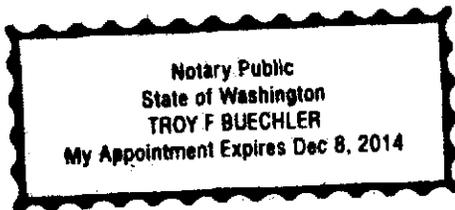


EXHIBIT A

BORROWER(S): CANDICE J EYRE, A SINGLE PERSON

LOAN NUMBER: 7884466772

LEGAL DESCRIPTION:

TRACT "U", "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON MAKE/MODEL/YEAR: AMERICAN HOMESTAR-WEST / BP52439 / 2000 VIN/SERIAL #'S: 21629 AHSTOR2800 HUD TAG #'S: ORE 408783 / ORE 408784. FOR INFORMATION ONLY: TRACT U OTTO GREENSTREET'S ADD TO SEDRO WOOLLEY.

ALSO KNOWN AS: 701 GREENSTREET BLVD, SEDRO WOOLLEY, WASHINGTON 98284



EYRE

46670591

WA

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**



**201303260002
Skagit County Auditor**