

Skagit County Auditor
6/7/2013 Page

1 of 7 9:48AM \$78.00

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

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

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Loan Modification Agreement
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 200811250007

Grantor(s) (Last name, first name, initials)

- 1. Serrano, Rene
- 2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

- 1. U.S. Bank NA
- 2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LT 34, Fox Hill Estates, Div 3, Vol 14, Page 49

Additional legal is on page 3 of document.

Assessor's Property Tax Parcel/Account Number
assigned 4496000034003

Assessor Tax # not yet

The 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:
MELISSA HOLDER
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301

~~When recorded mail to: #6955304~~
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: SERRANO - PROPERTY REPORT

Tax/Parcel No. 44960000340003

[Space Above This Line for Recording Data]

Original Principal Amount: \$205,535.00
Unpaid Principal Amount: \$195,948.89
New Principal Amount \$207,732.16
New Money (Cap): \$11,783.27

FHA\VA Case No.: 703 561-8823292
MERS Min: 100021278844668736
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **24TH** day of **JANUARY, 2013**, between **RENE SERRANO, A MARRIED MAN AS HIS SEPARATE PROPERTY** ("Borrower"), whose address is **1925 N 35TH PL, MOUNT VERNON, WASHINGTON 98273** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** 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 **NOVEMBER 19, 2008** and recorded on **NOVEMBER 25, 2008** in **INSTRUMENT NO. 200811250007, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$205,535.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100021278844668736** and MERS Registration

 **SERRANO**
47042079

WA

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Page 1

WD12106.1 7884466873


201306070004

Skagit County Auditor

\$78.00

6/7/2013 Page

2 of

7 9:48AM

Date **NOVEMBER 28, 2008**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **1925 N 35TH PL, MOUNT VERNON, WASHINGTON 98273** the real property described is located in **SKAGIT COUNTY, WASHINGTON** and being set forth as follows:

LOT 34, "FOX HILL ESTATES, DIVISION 3," AS PER PLAT RECORDED IN VOLUME 14, OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, 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, **FEBRUARY 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$207,732.16**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$11,783.27** 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 **4.0000%**, from **FEBRUARY 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$991.75**, 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. If on **FEBRUARY 1, 2043** (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.**



- 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.



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

Shanan Owen

By **Shanan Owen** (print name)
Mortgage Document Officer (title)

2/5/13 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVIESS

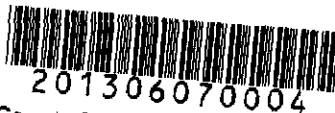
The foregoing instrument was acknowledged before me this 2/5/13 by
SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Association, on behalf of said entity.

Karen O Evans
Notary Public

Printed Name: Karen O Evans
My commission expires: 3/5/16



**THIS DOCUMENT WAS PREPARED BY:
MELISSA HOLDER
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301**



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By *Shanan Owen*
Shanan Owen
Assistant Secretary

2/5/13
Date

[Space Below This Line for Acknowledgments]

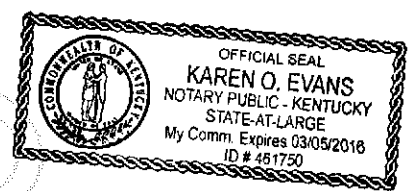
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 2/5/13
by Shanan Owen, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.

Karen O Evans
Notary Public

Printed Name: Karen O Evans

My commission expires: 3/5/16



THIS DOCUMENT WAS PREPARED BY:
MELISSA HOLDER
U.S. BANK N.A.
4801 FEDERICA ST
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

Rene Serrano (Seal)
Borrower

RENE SERRANO

11/31/13
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

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 **RENE SERRANO** 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 1-31-13

[Signature]
(Signature)

(Seal or Stamp)

Notary Public
(Title)

My appointment expires: 3-9-15

