



201310210042

Skagit County Auditor

\$84.00

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13 9:06AM

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

MODIFICATION AGREEMENT

Grantor(s): **GREGORY W LOGSDON AN UNMARRIED MAN**

Loan Number 1063211422

Grantee(s): **JPMORGAN CHASE BANK, NA**

Grantee's Address: **3415 VISION DRIVE, COLUMBUS, OHIO 43219-6009**

Abbreviated Legal Description:

TRACT "A" OF SHORT PLAT NO. 53-74 OF GOVERNMENT LOT 3

A full Legal Description is located on page 1 of the MODIFICATION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

RECORDED MAY 02, 2007 INSTRUMENT NO. 200705020081

Assessor's Property Tax Parcel Account Number(s): **P29236, P29237**

ver. 08_09_2013_11_00_36



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

This Instrument Prepared By:
JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009

[Space Above This Line For Recording Data]

HOME AFFORDABLE MODIFICATION AGREEMENT

Loan Number 1063211422

Borrower ("I")¹ **GREGORY W LOGSDON AN UNMARRIED MAN**

Lender or Servicer ("Lender"): **JPMORGAN CHASE BANK, NA**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **MAY 01, 2007**

Loan Number: **1063211422**

Property Address ("Property"): **17459 BRITT RD, MOUNT VERNON, WASHINGTON 98273**

LEGAL DESCRIPTION:

THE LAND IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF MOUNT VERNON, AND DESCRIBED AS FOLLOWS: PARCEL "A": TRACT "A" OF SHORT PLAT NO. 53-74, APPROVED SEPTEMBER 23, 1974 AND RECORDED OCTOBER 7, 1974 UNDER AUDITOR'S FILE NO. 808488, BEING A PORTION OF GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT ADJACENT PORTION OF SAID GOVERNMENT LOT 3 TO THAT EXISTING PRIVATE WELL LOCATED APPROXIMATELY 50 FEET SOUTH AND 250 FEET EAST OF THE SOUTHEAST CORNER OF THE ABOVE

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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DESCRIBED TRACT OF LAND. PARCEL "B": THE NORTH 630 FEET OF GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE EIGHT FOLLOWING DESCRIBED PORTIONS THEREOF: 1. BEGINNING AT A POINT IN THE NORTH LINE OF SAID GOVERNMENT LOT 3, AT A POINT 236.3 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 37 DEGREES 10' WEST A DISTANCE OF 167 FEET; THENCE SOUTH 66 DEGREES 22' WEST A DISTANCE OF 75 FEET; THENCE NORTH 77 DEGREES 54' WEST, A DISTANCE OF 82 FEET; THENCE NORTH 35 FEET TO THE CENTER OF BRITT'S SLOUGH; THENCE NORTH 65 DEGREES 10' WEST A DISTANCE OF 264 FEET ALONG THE CENTER OF SAID SLOUGH TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE EAST 489.4 FEET TO THE POINT OF BEGINNING. 2. THE EAST 1/2 OF THE EAST 1/2 OF SAID GOVERNMENT LOT 3. 3. BEGINNING AT THE SOUTH LINE OF BRITT'S SLOUGH ROAD AT A POINT WHICH IS SOUTH 187.92 FEET AND EAST 765.62 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 82 DEGREES 27' EAST A DISTANCE OF 80.33 FEET; THENCE NORTH 73 DEGREES 31' EAST A DISTANCE OF 115 FEET; THENCE SOUTH 1,141.76 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST ON SAID SOUTH LINE 190.89 FEET; THENCE NORTH 1,118.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. 4. THE COUNTY ROAD RIGHT-OF-WAY KNOWN AS THE DIKE ROAD ALONG THE WEST LINE THEREOF. 5. THE EXISTING AS-BUILD COUNTY ROAD RIGHT-OF-WAY KNOWN AS THE BRITT ROAD, ALONG A NORTHERLY PORTION THEREOF, INCLUDING THAT PORTION CONVEYED TO SKAGIT COUNTY BY A DEED RECORDED AS AUDITOR'S FILE NO. 583296. 6. THE RIGHT-OF-WAY APPROPRIATED FOR DIKE DISTRICT NO. 3. 7. THE RIGHTS-OF-WAY APPROPRIATED FOR DRAINAGE DISTRICT NO. 23. 8. SKAGIT COUNTY SHORT PLAT NO. 53-74, APPROVED SEPTEMBER 23, 1974 AND RECORDED OCTOBER 7, 1974 AS AUDITOR'S FILE NO. 808488, SAID PROPERTY BEING ALSO REFERENCED AS TRACT "A" OF SAID SHORT PLAT. APN: P29236, P29237

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED MAY 02, 2007 INSTRUMENT NO. 200705020081

Tax Parcel No: P29236, P29237

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

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- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. The Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a trial period plan.
- H. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **OCTOBER 01, 2013** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification

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under a trial period plan, this modification will not take effect. The first modified payment will be due on **OCTOBER 01, 2013**.

A. The Maturity Date will be: **SEPTEMBER 01, 2053**.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$395,468.25** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. **\$84,500.00** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$310,968.25**. Interest at the rate of **2.000%** will begin to accrue on the Interest Bearing Principal Balance as of **SEPTEMBER 01, 2013** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **OCTOBER 01, 2013**. My payment schedule for the modified Loan is as follows:

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1-5	2.000%	09/01/2013	\$941.69	\$419.29 May adjust periodically	\$1,360.98 May adjust periodically	10/01/2013	60
6	3.000%	09/01/2018	\$1,094.03	May adjust periodically	May adjust periodically	10/01/2018	12
7	4.000%	09/01/2019	\$1,254.82	May adjust periodically	May adjust periodically	10/01/2019	12
8-40	4.375%	09/01/2020	\$1,316.62	May adjust periodically	May adjust periodically	10/01/2020	396

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step, or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

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- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement or by the United States Bankruptcy Code, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That, if I am in bankruptcy upon execution of this document, I will cooperate fully with Lender in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. I understand that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Loan Documents shall continue in full force and effect and such terms shall not be modified by this Agreement.
- E. Intentionally Deleted.
- F. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms.
- G. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be

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understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement or by the United States Bankruptcy Code, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

- H. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- I. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- J. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- K. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- L. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective document, the terms of the original Loan Documents shall continue in full force

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and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.

- M. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- N. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury; (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- O. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.O. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- P. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- Q. If my Loan Documents govern a home equity loan or line of credit, then I agree that as of the Modification Effective Date, I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lender may have previously terminated or suspended my right to obtain additional advances under my home equity

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Loan Number 1063211422

loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

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Loan Number 1063211422

TO BE SIGNED BY BORROWER ONLY

BORROWER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And GREGORY W LOGSDON AN UNMARRIED MAN, LOAN NUMBER 1063211422 WITH A MODIFICATION EFFECTIVE DATE OF October 01, 2013

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

GREGORY W LOGSDON
Borrower - GREGORY W LOGSDON

Date: 9, 4, 13

State of WASHINGTON)

County of Skagit) ss:

On this day personally appeared before me GREGORY W LOGSDON 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 4 day of Sept, 2013.

(Seal, if any)

My Commission expires: Aug 20, 2014

JENNIFER D LUNDMAN
Notary Public

Notary Public
State of Washington
JENNIFER D LUNDMAN
My Appointment Expires Aug 20, 2014

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Loan Number 1063211422

TO BE SIGNED BY LENDER ONLY

LENDER SIGNATURE PAGE TO HOME AFFORDABLE MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, NA And GREGORY W LOGSDON AN UNMARRIED MAN, LOAN NUMBER 1063211422 WITH A MODIFICATION EFFECTIVE DATE OF October 01, 2013

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, NA

By: Taccara Evans

Printed Name:

Taccara Evans
Vice President

Date: 9.12.13

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Loan Number 1063211422

State of COLORADO
County of DENVER

The foregoing instrument was acknowledged before me this 12 day of Sep,
2013 by Taccara Evans, Vice President of JPMORGAN CHASE BANK,
NA, a national banking association.

[SEAL]

(signature of person taking acknowledgment)

Printed Name: Kennedy Smith-Fliesher

(title or rank)

(serial number, if any)

My Commission expires: 2-3-15

KENNEDY SMITH-FLIESHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114004849
MY COMMISSION EXPIRES FEBRUARY 3, 2015

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Mae/Freddie Mac UNIFORM INSTRUMENT ver. 08_09_2013_11_00_36 OP362/Form 3157 3/09 (rev. 7/12)(CHF rev.
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