



201404020024

Skagit County Auditor

\$78.00

4/2/2014 Page


1 of

7 11:07AM

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
JASON PRENDERGAST
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When recorded mail to: #8388184

First American Title 

Loss Mitigation Title Services 1079 12

P.O. Box 27670


Santa Ana, CA 92799

RE: LARSON - PR DOCS

Tax/Parcel No. P114273

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Original Principal Amount: \$318,081.00

FHA/VA Loan No.: 

Unpaid Principal Amount: \$302,077.74

Loan No: (scan barcode)

New Principal Amount \$293,546.98

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 17TH day of DECEMBER, 2013, between **RANDY LARSON AND ELSA LARSON HUSBAND AND WIFE** ("Borrower"), whose address is 18432 COLONY RD, BOW, WASHINGTON 98232 and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 10, 2009 and recorded on JUNE 17, 2009 in INSTRUMENT NO. 200906170109, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$318,081.00, 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



18432 COLONY RD, BOW, WASHINGTON 98232

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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **JANUARY 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$293,546.98**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$8,530.76. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **4.7500%**, from **JANUARY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,531.28**, beginning on the **1ST** day of **FEBRUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2044** (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.
4. 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.

5. The 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.
6. 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:

Wells Fargo Custom HUD Loan Modification Agreement
10032013_77
First American Mortgage Services

Page 2

708 


201404020024

Skagit County Auditor
4/2/2014 Page

2 of 2
7 11:07AM

\$78.00

- (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.
7. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Michelle Hoffmann

Michelle Lea Ray Hoffmann
Vice President Loan Documentation

1-10-14
Date

By _____
(print name)
(title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF ND

COUNTY OF Dakota

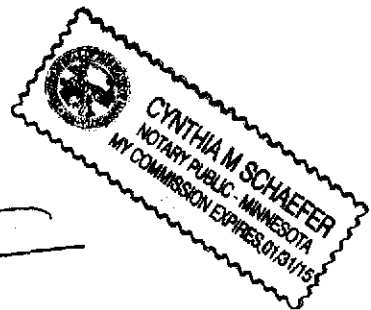
The instrument was acknowledged before me this 1-10-2014 by
Michelle Lea Ray Hoffmann
the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said corporation.

Cynthia M Schaefer
Notary Public

Printed Name: Cynthia M Schaefer

My commission expires: Jun 30 2015

THIS DOCUMENT WAS PREPARED BY:
JASON PRENDERGAST
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



In-Witness Whereof, I have executed this Agreement.

Randy G. Larson
Borrower: **RANDY LARSON**

1-18-14
Date

Elsa Larson
Borrower: **ELSA LARSON**

1-18-14
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington
County of Skagit

On this day personally appeared before me **RANDY LARSON, ELSA LARSON**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 18th day of January, 2014.

Lorena G Cisneros
Notary Public residing at Mt Vernon, WA

Printed Name: Lorena G. Cisneros

My commission expires: May 04, 2017

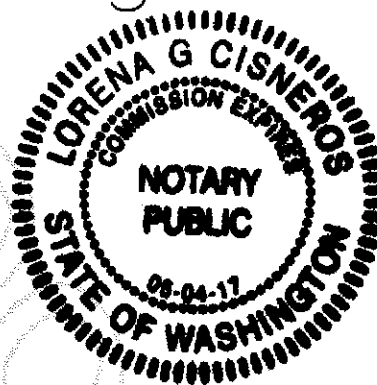


EXHIBIT A

BORROWER(S): RANDY LARSON AND ELSA LARSON HUSBAND AND WIFE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY MARGIN OF PRIMARY STATE HIGHWAY NO. 1 (S.R. 5) AND EASTERLY OF THE EASTERLY RIGHT-OF-WAY MARGIN OF THE EXISTING AND ABANDONED PORTIONS OF COLONY ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 87°28'14" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 292.61 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY MARGIN OF PRIMARY STATE HIGHWAY NO. 1, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 87°28'14" WEST ALONG SAID SOUTH LINE A DISTANCE OF 188.01 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF COLONY ROAD; THENCE NORTH 11°10'13" EAST ALONG SAID RIGHT-OF-WAY MARGIN A DISTANCE OF 242.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS POINT BEARING NORTH 78°48'47" WEST, AT A DISTANCE OF 2894.79 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 156.17 FEET THROUGH A CENTRAL ANGLE OF 3°05'28" TO THE WESTERLY RIGHT-OF-WAY MARGIN OF SAID S.R. 5, SAID POINT BEING A POINT ON CURVE HAVING A RADIUS POINT BEARING SOUTH 71°51'37" WEST, AT A DISTANCE OF 5529.58 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY MARGIN, AN ARC DISTANCE OF 416.65 FEET THROUGH A CENTRAL ANGLE OF 04°19'02" TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, BEING THE TRUE POINT OF BEGINNING. SUBJECT TO; COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN DECLARATION(S) OF RESTRICTIONS, UNDER AUDITOR'S NO. 221967. EASEMENT, INCLUDING THE TERMS AND CONDITIONS, THEREOF UNDER AUDITOR'S FILE NO. 505361. RELINQUISHMENT OF ALL EXISTING, FUTURE, OR POTENTIAL EASEMENTS FOR ACCESS LIGHT, VIEW AND AIR AND OF ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID PREMISES AND THE HIGHWAY (OR HIGHWAYS) CONSTRUCTED ON LANDS CONVEYED BY DEED UNDER AUDITOR'S FILE NO. 619461. LOT CERTIFICATION APPLICATION INCLUDING THE TERMS AND CONDITIONS THEREOF UNDER AUDITOR'S FILE NO. 9810120145. SURVEY, RECORDED JANUARY 8, 1999, UNDER AUDITOR'S FILE NO 9901080006, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX/PARCEL NO. P114273

48332056

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



ALSO KNOWN AS: 18432 COLONY RD, BOW, WASHINGTON 98232

Wells Fargo Custom HUD Loan Modification Agreement
10032013_77
First American Mortgage Services

Page 6

708



201404020024

Skagit County Auditor
4/2/2014 Page

\$78.00
6 of 7 11:07AM

Date: DECEMBER 17, 2013
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: RANDY LARSON, ELSA LARSON
Property Address: 18432 COLONY RD, BOW, WASHINGTON 98232

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Randy R. Larson 1-18-14
Borrower Date
RANDY LARSON

Elsa Larson 1-18-14
Borrower Date
ELSA LARSON

Borrower Date

Borrower Date

Borrower Date

Borrower Date

10032013_77

First American Mortgage Services

Page 7

708 


201404020024

Skagit County Auditor
4/2/2014 Page

\$78.00
7 of 7 11:07AM