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Skagit County Auditor

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5/1/2014 Page

1 of

8 11:31AM

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

Document Title(s) LOAN MODIFICATION AGREEMENT

Reference Number(s) of Related Documents: INSTRU # 200705230191

Additional reference #'s on page of document

Grantor(s): ENRIQUE A RAYMUNDO AND EVELIN R ORTEZ-VASQUEZ

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

Trustee (s): N/A

Legal description: LT A-1, SHORT PLAT # PL01-0597 AUDITOR'S # 200201040081

Complete Legal Description: Page 7

Assessor's Property Tax Parcel/Account Number: 36040740130309



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 REQUESTOR

This Document Prepared By:
LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301

~~When recorded mail to:~~ # 7974885
First American Title
Loss Mitigation Title Services 12070 1
P.O. Box 27670
Santa Ana, CA 92799
RE: RAYMUNDO - PROPERTY REPORT

 RAYMUNDO
48422724 WA
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


Tax/Parcel No. 36040740130309

[Space Above This Line for Recording Data]
Original Principal Amount: \$257,952.00
Unpaid Principal Amount: \$234,115.47
New Principal Amount \$234,115.47
New Money (Cap): \$0.00
FHA/VA Case No.: 703 561-8354062
Loan No: 7884466737

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 1ST day of OCTOBER, 2013, between ENRIQUE A RAYMUNDO, EVELIN R ORTEZ-VASQUEZ HUSBAND AND WIFE ("Borrower") whose address is 18801 ROUTON LANE, BURLINGTON, WASHINGTON 98233 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MAY 22, 2007 and recorded on MAY 23, 2007 in INSTRUMENT NO. 200705230191, of the OFFICIAL Records of SKAGIT COUNTY, WASHINGTON, 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

18801 ROUTON LANE, BURLINGTON, WASHINGTON 98233
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

FHA/VA HUD-HAMP Loan Modification Agreement 09242013_111
First American Mortgage Services

Page 1

WD12106.1 7884466737



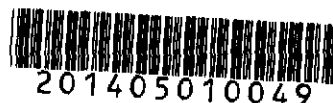
SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **OCTOBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$234,115.47**, 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 **4.1250%**, from **OCTOBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,134.64**, beginning on the **1ST** day of **NOVEMBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.1250%** will remain in effect until principal and interest are paid in full. If on **OCTOBER 1, 2043** (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.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
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.



201405010049

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

[Handwritten Signature]

By Jennifer Mattingly (print name)
Mortgage Document Officer (title)

12-30-13 Date

[Space Below This Line for Acknowledgments]

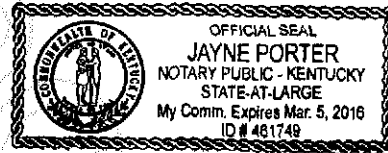
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this December 30 2013 by JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a National Banking Assoc, on behalf of said national association.

Jayne Porter
Notary Public



Printed Name: Jayne Porter

My commission expires: 3-5-16

THIS DOCUMENT WAS PREPARED BY:
LUCAS CALLOWAY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

ENRIQUE A RAYMUNDO (Seal)

Borrower
ENRIQUE A RAYMUNDO

10-18-13
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

Evelin R Ortez Vasquez (Seal)

Borrower
EVELIN R ORTEZ-VASQUEZ

10-18-13
Date

Borrower (Seal)

Date

Borrower (Seal)

Date

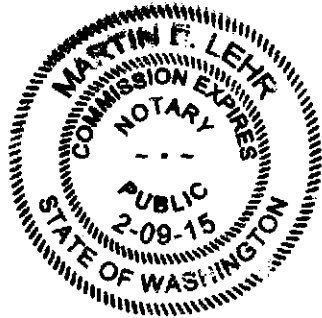
BORROWER ACKNOWLEDGMENT

State of **WASHINGTON**
County of Skagit

I certify that I know or have satisfactory evidence that **ENRIQUE A RAYMUNDO, EVELIN R ORTEZ-VASQUEZ** 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 October 18, 2013

(Seal or Stamp)



Martin E. Lehr
(Signature)

Notary Public
(Title)

My appointment expires: 2-9-15



EXHIBIT A

BORROWER(S): ENRIQUE A RAYMUNDO, EVELIN R ORTEZ-VASQUEZ HUSBAND AND WIFE

LOAN NUMBER: 7884466737

LEGAL DESCRIPTION:

LOT A-1 OF SHORT PLAT NO. PL01-0597, RECORDED JANUARY 4, 2002, UNDER AUDITOR'S FILE NO. 200201040081, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER AND ACROSS ROUTON LANE, AS SHOWN ON SAID SHORT PLAT.

TAX/PARCEL NO. 36040740130309

ALSO KNOWN AS: 18801 ROUTON LANE, BURLINGTON, WASHINGTON 98233



201405010049

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **ENRIQUE A RAYMUNDO, EVELIN R ORTEZ-VASQUEZ HUSBAND AND WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR US BANK, NA** for **\$257,952.00** and interest, dated **MAY 22, 2007** and recorded on **MAY 23, 2007** in **INSTRUMENT NO. 200705230191**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR US BANK, NA** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **APRIL 24, 2013** in **INSTRUMENT NO. 201304240125**.



201405010049