



201405010050

Skagit County Auditor

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When recorded mail to: #8870135

First American Title

Loss Mitigation Title Services 12106.3

P.O. Box 27670

Santa Ana, CA 92799

RE: SMITH - BMPG+

Prepared By: Carla Cristobal**U.S. Bank Home Mortgage****16900 West Capitol Drive****Brookfield, WI 53005****Phone: (262) 252-7388****Service Loan Number: 7884466785****MODIFICATION OF MORTGAGE**

48225731

ONE ORIGINAL LOAN PROMISSORY NOTE, MODIFICATION EXTENSION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Balloon Loan Modification ("Modification"), entered into effective as of 21st day of JANUARY, 2014, between **JAY A SMITH AND SHARON R SMITH, AS HUSBAND AND WIFE** ("Grantor"), whom resides at **6879 HOBSON RD BOW WA 98232**, and **U.S. Bank N.A.** ("Grantee"), who's 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 in organized and existing under the laws of Delaware, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **DECEMBER 21, 2007**, securing the original principal sum of U.S. **\$168,750.00**, recorded on **JANUARY 03, 2008, Document Number 200801030070** and in **SKAGIT County** records in the State of **WASHINGTON**. (2) the Balloon Note bearing the same date as, and secured by the Security Instrument (the "Note") which has been assigned MERS WHOS ADDRESS IS 1901 E VOORHEES STREET, SUITE C DANVILLE, IL 61834 Registration No. **1000212 7884466785 2** and MERS Registration Date **JANUARY 08, 2008** which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at: **6965 B HOBSON RD BOW WA 98232**, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"**Parcel ID Number: R125932**

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows: (notwithstanding anything contrary contained in the Note or Security Instrument)

This is a Mortgage Amendment as defined in M.S 287, 01 Subd 2, and as such does not secure a new or increased amount of debt.

1. As of **FEBRUARY 01, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **151,333.35**.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a yearly rate of **3.625%**, beginning **FEBRUARY 01, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **787.52**, 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 01, 2017** ("Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Promissory Note, Modification Extension, the Borrower will pay these amounts in full on the Modified Maturity Date. **At this time of Maturity Date, full principal balance is due in full.**

The Borrower will make such payments at 4801 Frederica Street, Owensboro, Kentucky 42301 or at such other place the Lender may require.

3. The Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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, all terms and provisions of the Loan Modification Agreement are forever canceled, null and void, as of the maturity date of the Note.
4. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Modification.

Jay A Smith
JAY A SMITH

Sharon R Smith
SHARON R SMITH

State of Washington

County of Whatcom / Skagit

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JAY A SMITH AND SHARON R SMITH, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that THEY executed the same for the purpose therein expressed.

Witnesses my hand and official seal in the county and state afore said this 21st day of January, 2014.

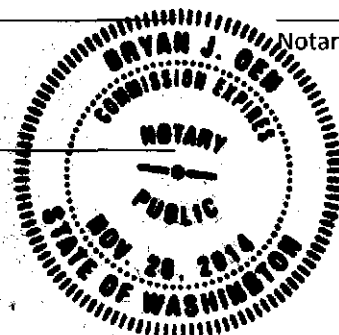
My Commission Expires: Nov. 20th 2014

Bryan J. Oen
Signature Notary Public

360-424-1086

Notary Phone Number

Bryan J. Oen
Name (typed or printed)



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Lender:

U.S. BANK N.A.

By

Michelle Horbinski
Michelle Horbinski
Officer of U.S. Bank N.A.

State of Wisconsin
County of Waukesha

I, Samantha Hruz, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing instrument was this day produced before me and in said State and County by the above named **Michelle Horbinski Officer of U.S. Bank N.A.**, and was executed and acknowledged and delivered to be the act and deed of the above company.

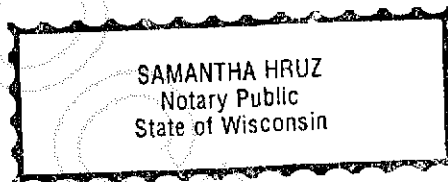
Witness my hand and seal of office this 20 day of February 2014.

My Commission Expires: March 14, 2017

Signature Notary Public

Samantha Hruz
Signature Notary Public

Samantha Hruz
Name (typed or printed)



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EXHIBIT A

PARCEL A:

Lot 2 of SKAGIT COUNTY SHORT PLAT NO. 96-097, recorded March 8, 2007, under Auditor's File No. 200703080151, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 1, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington

PARCEL B:

A non-exclusive easement for ingress, egress and utilities as delineated on the face of SKAGIT COUNTY SHORT PLAT NO. 96-097, recorded March 8, 2007, under Auditor's File No. 200703080151, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 1, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington



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