WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1400 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING



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This Document Prepared By:
WILLIAM CONRAD DAWSON
WELLS FARGO BANK, N.A.
3476 STATE VIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

When recorded mail to: #:8885569
First American Title Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: ENGHOLM - PR DOCS

Tax/Parcel No. P71637

[Space Above This Line for Recording Data]

Original Principal Amount: \$176,234.90 FHA

Unpaid Principal Amount: \$153,144.36

New Principal Amount \$117,524.62

New Money (Cap): \$0.00

FHA/VA Loan No.; FHA Case No.:796 561-8395986 Loan No: (scan barcode)

# LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 12TH day of MARCH, 2014, between CHRISTOPHER R ENGHOLM, A SINGLE PERSON ("Borrower"), whose address is 915 E VERNON AVE, BURLINGTON, WASHINGTON 98233 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MIDL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated SEPTEMBER 14, 2007 and recorded on SEPTEMBER 19, 2007 in INSTRUMENT NO. 200709190093 AND RE-RECORDED ON SEPTEMBER 24, 2007 IN INSTRUMENT NO. 200709240190, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$176,234.00, 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 915 E VERNON AVE, BURLINGTON, WASHINGTON 98233

the real property described is located in SKAGIT COUNTY, WASHINGTON and being set forth as follows:

LOTS 14 AND 15, BLOCK 51 "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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#### SUBJECT TO ALL EASEMENTS OF RECORD.

### TAX/PARCEL NO. P71637

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, APRIL 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$117,524.62, 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 \$35,619.74. 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 4.5000%, from APRIL 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$595.48, beginning on the 1ST day of MAY, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on APRIL 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:

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- (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

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In Witness Whereof, the Lender have executed this Agreement. Kong Mong Thao
Vice President Loan Documentation WELLS FARGO BANK, N.A. (print name) (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT STATE OF **COUNTY OF** The instrument was acknowledged before me this by the WELLS **FARGO** BANK. N.A., Vice President Loan Documentation on behalf of said company. Printed Name: My commission expires THIS DOCUMENT WAS PREPARED BY WILLIAM CONRAD DAWSON WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715

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In Witness Whereof, I have executed this Agreement.	/1 / /- N
	4/18/2014
Borrower CHRISTOPHER R ENGHOLM	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date
[Space Below This Line for Acknowledgmen	
BORROWER ACKNOWLEDGMEN	T
State of Washington	
County of Slan +	
On this day personally appeared before me CHRISTOPHER R ENG	'UOIM 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 dec mentioned.	ed, for the uses and purposes therein
menifored.	1
Given under my hand and seal of office this \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	, 20_14
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Notary Public residing at 11 Veccon, WA	
Printed Name: LERI XWOL	SERVA
My commission expires: 136 3017	ION 2
	OTARY WILLIAM
	UBLIC SE 1-26-18-18-18-18-18-18-18-18-18-18-18-18-18-
11,0F	WASH
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1,3567	



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Lender: WELLS FARGO BANK, N.A.
Borrower: CHRISTOPHER R ENGHOLM

Property Address: 915 E VERNON AVE, BURLINGTON, WASHINGTON 98233

### 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 AGRÉEMENTS 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, parsuant 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.

_CE	_ 4/18/To
Borrower CHRISTOPHER R ENGHOLM	Date
Borrower	Date

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