

UNOFFICIAL



201408280084

Skagit County Auditor
8/28/2014 Page 1 of 6 1:48PM \$77.00

WHEN RECORDED RETURN TO:

**GUILD MORTGAGE COMPANY
ATTN: LOSS MITIGATION DEPT.
P.O BOX 85304
SAN DIEGO CA 92186-5304**

[Space Above this Line for Recording Data]

GUILD# LGT000369F/124-2000369
FHA CASE #566-0499710-703
MERS MIN#: 100019912420003694

LAND TITLE OF SKAGIT COUNTY
138891-3

*P47019
ptn Gov. Lot 2, 25.36-2 E.W.M.*

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of August, 2014, between SCOTT BLAU, AN UNMARRIED MAN AND RACHEL RHOADS, AN UNMARRIED WOMAN ("Borrower") and Guild Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 28, 2011 and recorded in Book or Liber November 30, 2011 at instrument number 201111300091, of official 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 11272 BLUE HERON ROAD, BOW, WASHINGTON 98232, the real property described being set forth as follows:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

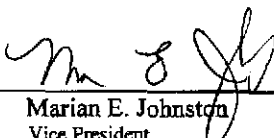
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):


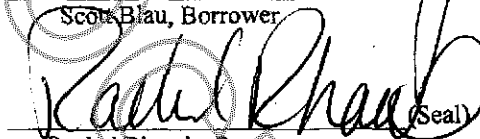
1. As of August 1, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$158,839.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625%, from August 01, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$816.65, beginning on the 1st day of September, 2014 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2044(the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

3. 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, at its option, 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.

4. 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 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: 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.
5. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

 (Seal)
By: Marian E. Johnston Lender
Vice President
Guild Mortgage Company

 (Seal)
Scott Blau, Borrower
 (Seal)
Rachel Rhoads, Borrower

[Space Below This Line For Acknowledgments]

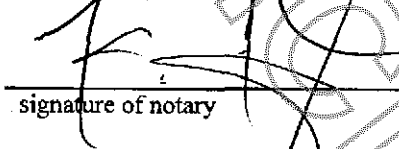


STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 8/26/14, before me, K. Kyler, notary public, personally appeared Marian E. Johnston, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

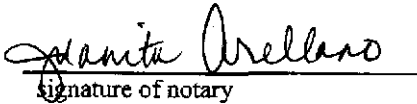

signature of notary

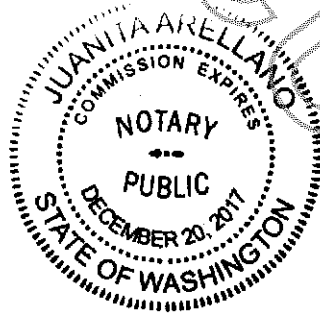


STATE OF WASHINGTON
COUNTY OF SKAGIT

On 8/22/14, before me, Juanita Arellano, notary public, personally appeared Scott Blau, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


signature of notary



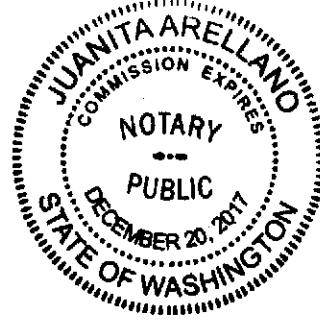
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STATE OF WASHINGTON
COUNTY OF SKAGIT

On 8/22/14, before me, Juanita Arellano notary public, personally appeared Rachel Rhoads, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Juanita Arellano
signature of notary





201111300091
Skagit County Auditor

Schedule "A-1"

138891-S

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DESCRIPTION:

Those portions of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at a point 400 feet East of the Southwest corner of said Lot 2, said point being the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;
thence North, a distance of 958.02 feet;
thence North 84°16' East, a distance of 310 feet, more or less, to a point 50 feet Westerly from the Northwest corner of a tract conveyed to Samish Island Community Center, Inc. and the point of beginning of this description;
thence South, a distance of 200 feet;
thence South 84°16' West, a distance of 100 feet;
thence North, a distance of 200 feet;
thence North 84°16' East, a distance of 100 feet to the point of beginning of this description.

TOGETHER WITH that portion of said Government Lot 2, described as follows:

Beginning at a point 400 feet East of the Southwest corner of said Lot 2, said point being the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;
thence North, a distance of 958.02 feet;
thence North 84°16' East, a distance of 210 feet, more or less, to the Northwest corner of that certain tract of land conveyed to Scott Blau and Nancy Blau by deed filed under Auditor's File No. 200008280044 and the point of beginning of this description;
thence South 84°16' West, a distance of 50 feet;
thence South, a distance of 300 feet to a point that is 100 feet distance Westerly from the Southwest corner of and on the Westerly projection of the South line of that certain tract of land conveyed to Eric Peter Nordlund and Megan E. Nordlund by deed filed under Auditor's File No. 8901250038;
thence North 84°16' East, a distance of 100 feet to the Southwest corner of said Nordlund tract;
thence North along the West line of said Nordlund tract, a distance of 100 feet to the South line of said Blau tract;
thence South 84°16' West, a distance of 50 feet to the Southwest corner of said Blau tract;
thence North along the West line of said Blau tract a distance of 200 feet to the point of beginning of this description.

TOGETHER WITH the West 9.05 feet of the following described tract:

Beginning at the Southwest corner of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M.;
thence East 400 feet, more or less, to the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, under Auditor's File No. 374765;
thence North, a distance of 958.02 feet;
thence North 84°16' East, a distance of 460 feet;
thence South, a distance of 200 feet to the point of beginning of this description;
thence South, a distance of 100 feet;
thence South 84°16' West, a distance of 200 feet;
thence North, a distance of 100 feet;
thence North 84°16' East, a distance of 200 feet to the point of beginning of this description;

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Schedule "A-1"

138891-S

DESCRIPTION CONTINUED:

EXCEPT the East 5.00 feet of the following described tract:

Beginning at a point 400 feet East and 958.02 feet North of the Southwest corner of Section 25, Township 36 North, Range 2 East, W.M., said point being the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;
thence North, a distance of 958.02 feet;
thence North 84°16' East, a distance of 310 feet, more or less, to a point 50 feet Westerly from the Northwest corner of a tract conveyed to Samish Island Community Center, Inc. and the point of beginning of this description;
thence South, a distance of 200 feet;
thence South 84°16' West, a distance of 100 feet;
thence North, a distance of 200 feet;
thence North 84°16' East, a distance of 100 feet to the point of beginning of this description,

EXCEPT County Road.

Situate in the County of Skagit, State of Washington.



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