



201409170062

Skagit County Auditor

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Return to:

FIRST AMERICAN TITLE INS CO
1100 SUPERIOR AVE STE 200
CLEVELAND OH, 44114
NATIONAL RECORDING

-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: 201112160154

Additional reference #'s on page of document

Grantor(s): MEHNAAZ KHAN**Grantee(s):** WELLS FARGO BANK**Trustee:** NA**Legal description:** LT 363, SKAGIT HIGHLANDS DIV. V, (PH 2)**Complete Legal Description:** 2**Assessor's Property Tax Parcel/Account Number:** P127298

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:
WHITNEY SWAIN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

When recorded mail to: #8708545
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: KHAN - PROPERTY REPORT

Tax/Parcel No. P127298

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Original Principal Amount: \$195,597.00

FHA/VA Loan No.:

Unpaid Principal Amount: \$187,836.53

FHA Case No.: 703 566-0469199

New Principal Amount \$137,082.41

Loan No: (scan barcode)

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 9TH day of MAY, 2014, between **MEHNAAZ KHAN, UNMARRIED** ("Borrower"), whose address is **5354 CLIFFTOP DRIVE, MOUNT VERNON, WASHINGTON 98273** 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 **DECEMBER 15, 2011** and recorded on **DECEMBER 16, 2011** in **INSTRUMENT NO. 201112160154, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$195,597.00**, 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 **5354 CLIFFTOP DRIVE, MOUNT VERNON, WASHINGTON 98273**

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

Wells Fargo Custom FHA HAMP Loan Modification Agreement
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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 **JUNE 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$137,082.41**, 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 \$50,754.12. 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 **3.7500%**, from **JUNE 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$634.85**, beginning on the **1ST** day of **JULY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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:
 - (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



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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.

By Alethea Gail Ladd (print name)
Vice President Loan Documentation (title)

8/1/14
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

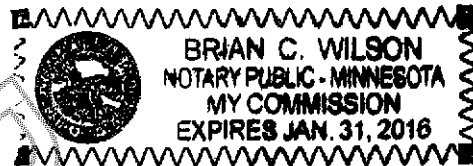
The instrument was acknowledged before me this 8/1/14 by
Alethea Gail Ladd the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

Bil
Notary Public

Printed Name: Brian C. Wilson

My commission expires: 1/31/2016

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



In Witness Whereof, I have executed this Agreement.

Mehnaaz Khan
Borrower: MEHNAAZ KHAN

07-10-14
Date

Borrower: _____

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 MEHNAAZ KHAN, 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 10th day of July, 20 14.

Gustavo Camacho
Notary Public residing at 03/27/2016

Printed Name: Gustavo Camacho

My commission expires: 03/27/2016

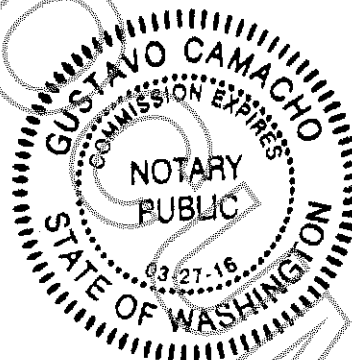


EXHIBIT A

BORROWER(S): MEHNAAZ KHAN, UNMARRIED


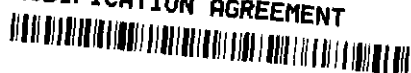
LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 363, "PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2)," AS PER PLAT RECORDED ON JANUARY 17, 2008, UNDER AUDITOR'S FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS COVENANTS AND AGREEMENTS OF RECORD, IF ANY.

TAX/PARCEL NO. P127298

ALSO KNOWN AS: 5354 CLIFFTOP DRIVE, MOUNT VERNON, WASHINGTON 98273

 **KHAN**
49141315
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


Wells Fargo Custom FHA IIAMP Loan Modification Agreement
04092014b_258
First American Mortgage Services

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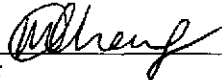
Date: MAY 9, 2014
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: MEHNAAZ KHAN
Property Address: 5354 CLIFFTOP DRIVE, MOUNT VERNON, WASHINGTON 98273

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.

 Borrower MEHNAAZ KHAN	07-10-14 Date
Borrower	Date
Borrower	Date
Borrower	Date
Borrower	Date
Borrower	Date

Wells Fargo Custom FHA HAMP Loan Modification Agreement
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