

201410160052

Skagit County Auditor  
10/16/2014 Page

1 of

\$78.00

7 11:07AM

When recorded mail to:  
**FIRST AMERICAN TITLE**  
**ATTN: LMTS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**

**County: SKAGIT**

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_

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

**Document Title(s)** (or transactions contained therein) (all areas applicable to your document must be filled in)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

**Reference Numbers(s) of related documents:**

JUNE 30, 2004, INSTRUMENT NO.: 200406300146

**Grantor(s)/Borrower(s): JAY C HOFF**

**Lender/Grantee(s): U.S. BANK N.A.**

**Legal Description** (abbreviated: i.e. log, block, plat or section, township, range)

THE WEST 6.65 FEET OF LOT 15, ALL OF LOTS 16 AND 17, AND THE EAST 8.9 FEET OF LOT 18, BLOCK 1306,  
NORTHERN PACIFIC ADDITION TO ANACORTES, Complete legal description on page 2

**Assessor's Property Tax Parcel/Account Number**  
**38093060180016**

The Auditor/Recorder will rely on the information provided on the form. The responsibility for the accuracy of the indexing information is that of the document preparer. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded mail to: #:9034669

First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: HOFF - PROPERTY REPORT

This Document Prepared By:  
**JESSICA VANWINKLE**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
ATTN: LMTS  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670

Tax/Parcel No. 38093060180016

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Original Principal Amount: \$67,500.00  
Unpaid Principal Amount: \$57,099.45  
New Principal Amount \$59,379.21  
New Money (Cap): \$2,279.76

Freddie Mac Loan No.:400534703  
Loan No: 8400031546

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST) (To a Fixed Interest Rate)

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION 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 Loan Modification Agreement (the "Agreement"), made and effective this 11TH day of SEPTEMBER, 2014, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and JAY C. HOFF, AS HER SEPARATE PROPERTY ("Borrower"), whose address is 3909 W 3RD, ANACORTES, WASHINGTON 98221, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JUNE 21, 2004, in the original principal sum of U.S. \$67,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on JUNE 30, 2004 in INSTRUMENT NO. 200406300146, of the OFFICIAL Records of SKAGIT COUNTY,

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 12122013\_57  
First American Mortgage Services

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WASHINGTON. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

3909 W 3RD, ANACORTES, WASHINGTON 98221  
[Property Address]

the real property described being set forth as follows:

THE WEST 6.65 FEET OF LOT 15, ALL OF LOTS 16 AND 17, AND THE EAST 8.9 FEET OF LOT 18, BLOCK 1306, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX/PARCEL NO. 38093060180016

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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

1. Current Balance. As of **SEPTEMBER 1, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$59,379.21.
2. Interest Rate. 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 **6.1250%**, beginning **SEPTEMBER 1, 2014**, both before and after any default described in the Note. The yearly rate of **6.1250%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$331.90, beginning on the **1ST** day of **OCTOBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2054**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 FEDERICA ST, OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.



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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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.
8. 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 where 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.



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Rachel Fulks (print name)  
Mortgage Document Officer (title)

9/23/14 Date

[Space Below This Line for Acknowledgments]

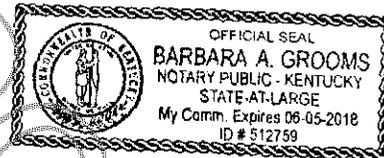
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 9/23/14 by  
RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,  
a National Banking Assoc. on behalf of said national association.

Barbara A Grooms  
Notary Public

Barbara A Grooms  
My commission expires: 6-5-18



201410160052

In Witness Whereof, I have executed this Agreement.

Jay C. Hoff (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

JAY C HOFF  
Date 9-22-14

\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_  
Date

\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_  
Date

\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of WASHINGTON  
County of SKAGIT

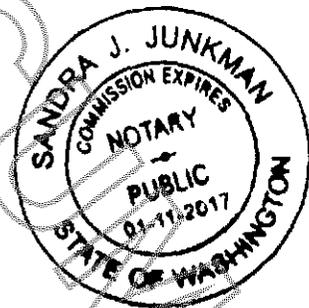
On this day personally appeared before me JAY C HOFF, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 22 day of September, 20 14

Sandra J Junkman  
Notary Public residing at ANACORTES

Printed Name: Sandra J Junkman

My commission expires: 01-11-2017



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **JAY C. HOFF, AS HER SEPARATE PROPERTY** to **HORIZON BANK** for \$67,500.00 and interest, dated **JUNE 21, 2004** and recorded on **JUNE 30, 2004** in **INSTRUMENT NO. 200406300146**.  
Mortgage tax paid: \$

This mortgage was assigned from **HORIZON BANK** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **JULY 30, 2004** in **INSTRUMENT NO. 200407300052**.

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