



201411070039

Skagit County Auditor

\$78.00

11/7/2014 Page

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7 11:45AM

This Document Prepared By:

ANTHONY BRYAN

WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SC 29715

(800) 416-1472

When recorded mail to: #:8775071

First American Title

Loss Mitigation Title Services 1079 12

P.O. Box 27670

Santa Ana, CA 92799

RE: BARNETT - PR DOCS

Tax/Parcel No. P66308

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Original Principal Amount: \$292,900.00

Unpaid Principal Amount: \$289,530.37

New Principal Amount \$261,220.54

New Money (Cap): \$0.00

FHA/VA Loan No.: [REDACTED]

FHA Case No.: 703 566-0319366

Loan No: (scan barcode)

**LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of AUGUST, 2014, between MICHAEL L. BARNETT, AN UNMARRIED MAN ("Borrower"), whose address is 33852 N SHORE DRIVE, MOUNT VERNON, WASHINGTON 98274 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 APRIL 19, 2011 and recorded on APRIL 25, 2011 in INSTRUMENT NO. 201104250097, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$292,900.00, 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 33852 N SHORE DRIVE, MOUNT VERNON, WASHINGTON 98274

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 Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to

Wells Fargo Custom FHA HAMP Loan Modification Agreement  
07032014\_258

Initial *MB*

First American Mortgage Services

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UNPAID  
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, **OCTOBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$261,220.54**, 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 \$28,309.83. 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 **4.7500%**, from **OCTOBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,362.65**, beginning on the **1ST** day of **NOVEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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 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.



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- UNOFFICIAL DOCUMENT
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.

WELLS FARGO BANK, N.A.

By Lemane Workineh Gutema (print name)  
Vice President Loan Documentation (title)

09/23/14  
Date

[Space Below This Line for Acknowledgments]

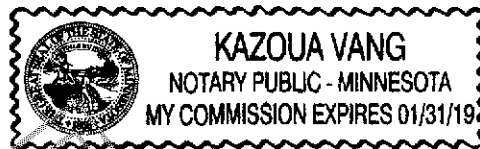
LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this September 23, 2014 by  
Lemane Workineh Gutema  
the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

Notary Public



Printed Name: Kazoua Vang

My commission expires: 01/31/2019

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



In Witness Whereof, I have executed this Agreement.

Borrower: MICHAEL L BARNETT

9-7-14  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Date

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**BORROWER ACKNOWLEDGMENT**

State of Washington

County of Snohomish

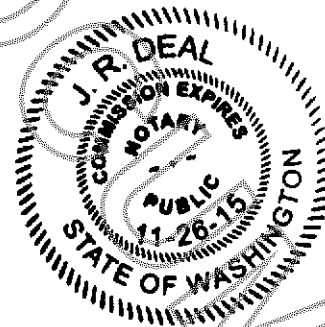
On this day personally appeared before me MICHAEL L BARNETT, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 7th day of Sept, 20 14

J.R. Deal  
Notary Public residing at \_\_\_\_\_

Printed Name: JR Deal

My commission expires: 11-26-15



**EXHIBIT A**

**BORROWER(S):** MICHAEL L. BARNETT, AN UNMARRIED MAN

**LOAN NUMBER:** (scan barcode)

**LEGAL DESCRIPTION:**

LOT 33, BLOCK 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, RECORDS OF SKAGIT COUNTY, WASHINGTON. PARCEL "B": A TRACT OF LAND IN GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 35 NORTH, RANGE 4, EAST W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT 1, WITH THE EAST LINE OF THE COUNTY ROAD WHICH RUNS ALONG THE WEST SIDE OF SAID GOVERNMENT LOT 1; THENCE NORTHERLY ALONG SAID EAST LINE OF THE COUNTY ROAD, 271 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EAST LINE OF THE SAID COUNTY ROAD. 128.5 FEET; THENCE EAST 154 FEET; THENCE SOUTH 128.5 FEET; THENCE WEST TO THE TRUE POINT OF BEGINNING.

**TAX/PARCEL NO.** P66308

**ALSO KNOWN AS:** 33852 N SHORE DRIVE, MOUNT VERNON, WASHINGTON 98274



Date: **AUGUST 26, 2014**

Loan Number: (scan barcode)

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **MICHAEL L BARNETT**

Property Address: **33852 N SHORE DRIVE, MOUNT VERNON, WASHINGTON 98274**

### 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

**MICHAEL L BARNETT**

Date

9-7-14

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Wells Fargo Custom FHA HAMP Loan Modification Agreement  
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