



201501090069

Skagit County Auditor

\$79.00

1/9/2015 Page

1 of

8 12:44PM

When Recorded Mail To:

*First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS*

FAT Doc. No.: 9097165

County: Skagit

Document Title(s)

Loan Modification Agreement (Deed of Trust)

Reference Number(s) of related documents:

201007080052

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

Abraham Cardenas, a single man and Maria I. Prado, a single person

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

U.S. Bank N.A.

Trustee(s)

N/A

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Tract 1 of Skagit County Short Plat No. 101-80, in book 5 of short plats, page 101

Complete legal on page 7

Assessor's Property Tax Parcel/Account Number

35050810050108

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

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

When recorded mail to: #9097165
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CARDENAS - PROPERTY REPORT

Tax/Parcel No. 35050810050108

[Space Above This Line for Recording Data]

Original Principal Amount: \$179,581.00
Unpaid Principal Amount: \$170,364.74
New Principal Amount \$148,360.08
New Money (Cap): \$15,375.87

FHA\VA Case No.: 703 561-9699357
Loan No: 7884941052

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 23RD day of OCTOBER, 2014, between ABRAHAM CARDENAS, A SINGLE PERSON AND MARIA I PRADO, A SINGLE PERSON ("Borrower") whose address is 7265 COKEDALE RD, SEDRO WOOLLEY, WASHINGTON 98284 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 22, 2010 and recorded on JUNE 28, 2010 in INSTRUMENT NO. 201006280123 AND RE-RECORDED ON JULY 8, 2010 IN INSTRUMENT NO. 201007080052, of the OFFICIAL Records of 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

7265 COKEDALE RD, SEDRO WOOLLEY, WASHINGTON 98284
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

10152014_111
First American Mortgage Services

WD12106.1 7884941052



Skagit County Auditor

\$79.00

1/9/2015 Page

2 of

8 12:44PM

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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 **NOVEMBER 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$148,360.08**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 **4.3750%**, from **NOVEMBER 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **740.74**, beginning on the **1ST** day of **DECEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 1, 2044** (the "Maturity Date"), 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.
3. 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.

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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

4. 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; 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge**



in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.
7. 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.



201501090069

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

[Handwritten Signature]

By Jennifer Mattingly (print name)
Mortgage Document Officer (title)

11-19-2014
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

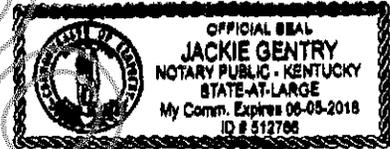
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 11-19-2014 by
JENNIFER MATTINGLY, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a National Banking Assoc on behalf of said national association.

[Handwritten Signature: Jackie Gentry]
Notary Public

Printed Name: Jackie Gentry

My commission expires: 6-5-2018



UNRECORDED INSTRUMENT

In Witness Whereof, I have executed this Agreement.

Abraham Cardenas
Borrower: ABRAHAM CARDENAS

11-13-14
Date

Maria Prado
Borrower: MARIA I PRADO

11-13-14
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 ABRAHAM CARDENAS, MARIA I PRADO, 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 13 day of Nov, 20 14

Anissa C Hall
Notary Public residing at Skagit

Printed Name: Anissa C Hall

My commission expires: Sept 28 2018

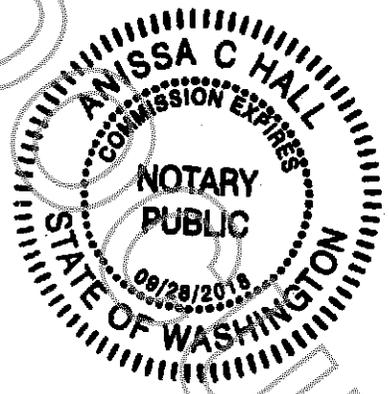


EXHIBIT A

BORROWER(S): ABRAHAM CARDENAS, A SINGLE PERSON AND MARIA I PRADO, A SINGLE PERSON

LOAN NUMBER: 7884941052

LEGAL DESCRIPTION:

TRACT 1 OF SKAGIT COUNTY SHORT PLAT NO. 101-80, APPROVED JULY 14, 1981, RECORDED JULY 14, 1981, IN BOOK 5 OF SHORT PLATS, PAGE 101, UNDER AUDITOR'S FILE NO. 8107140010; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

TAX/PARCEL NO. 35050810050108

ALSO KNOWN AS: 7265 COKEDALE RD, SEDRO WOOLLEY, WASHINGTON 98284



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **ABRAHAM CARDENAS, A SINGLE PERSON AND MARIA I PRADO, A SINGLE PERSON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR US BANK N.A.** for **\$179,581.00** and interest, dated **JUNE 22, 2010** and recorded on **JUNE 28, 2010** in **INSTRUMENT NO. 201006280123** AND RE-RECORDED ON **JULY 8, 2010** IN **INSTRUMENT NO. 201007080052**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR U.S. BANK, NA** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **NOVEMBER 19, 2013** in **INSTRUMENT NO. 201311250037**.



201501090069