# 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.: 7770288

County: SKAGIT

201502040012

Skagit County Auditor

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Document Title(s)

LOAN MODIFICATION AGREEMENT

Reference Number(s) of related documents:

200611220101

Additional Reference #'son page 2

Grantor(s) (Last, First, and Middle Initial) SQUIRES, DALIA & SQUIRES, WILLIAM C.

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial) WELLS FARGO BANK, N.A.

Additional Grantees on page 2

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

LOT 23, NORTH CENTRAL DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME, 15 OF PLATS, PAGES 46 AND 47, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Complete legal on COVERPAGE

Assessor's Property Tax Parcel/Account Number P102043

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.

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR AVENUE, SUITE 200 CLEVETAND, OHIO 44114 NATIONAL RECORDING

This Document Prepared By:
ANNE SOBALA
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X780103K
FORT MILL, SC 29715

When recorded mail to: #:7770288
First American Title Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: SQUIRES - PROPERTY REPORT

Tax/Parcel No. P102043

[Space Above This Line for Recording Data]

Original Principal Amount: \$222,415.00 Unpaid Principal Amount: \$222,336.27 New Principal Amount \$228,939.39 New Money (Cap): \$6,603.12 Fannie Mae Loan No.: **T** Loan No: (scan barcode)

# LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate)...

This Loan Modification Agreement ("Agreement"), made this 29TH day of MARCH, 2013, between DALIA SQUIRES AND WILLIAM C. SQUIRES, WIFE AND HUSBAND ("Borrower") whose address is 604 CEDAR TREE DRIVE, SEDRO WOOLLEY, WASHINGTON 98284 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"), and Timely Payment Rewards Rider, if any, dated NOVEMBER 13, 2006 and recorded on NOVEMBER 22, 2006 in INSTRUMENT NO. 200611220101, 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

Wells Fargo Custom Loan Modification Agreement- Single Family - Fannie Mae Uniform Instrument Form 3179 (fixed) / 3162 (step) (rev. 01/09) 02122013\_90 First American Mortgage Services Page 1



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#### 604 CEDAR TREE DRIVE, SEDRO WOOLLEY, WASHINGTON 98284

(Property Address)

the real property described being set forth as follows:

LOT 23, NORTH CENTRAL DIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME, 13 OF PLATS, PAGES 46 AND 47, RECORDS OF SKAGIT COUNTY, WASHINGTON.

#### TAX/PARCEL NO. P102043

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, JANUARY 1, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$228,939.39, 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 at the yearly rate of 4.2500% from JANUARY 1, 2013, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$992.73 beginning on the IST day of FEBRUARY, 2013. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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.. The new Maturity Date will be JANUARY 1, 2053.
- 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 previsions 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

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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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- (g) I consent to the disclosure of my personal information, including the terms of this modification, to any investor, owner, servicer, insurer or guarantor who owns, services, insures or guarantees my first lien account for purposes related to the second mortgage Consumer Relief Program. I also consent to the disclosure of my personal information to any entity that performs support services for the second mortgage Consumer Relief Program, including marketing, survey, research or other borrower outreach, data processing and technical systems consulting.

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and the same of th					
In Witness Whereof, the Lender	have executed this Agree	ment.			
WELLS FARGO BANK, N.A.	Baokee Ya	ng			
Backer Mrg	Vice President Loan Doc		6.6.13	3	
Ву	(print name) (title)			Date	
	[Space Below This Line	for Acknowledgments]	l		
LENDER ACKNOWLEDOM	IENT	•	11/		
STATE OF	CO	UNTY OF	Keta	<u>-</u>	
The instrument was acknowledge		this6-6	-2012		y
Vice President Loa		,	T1 D C C	th	
a Vice President Loan Do		of WELLS  chalf of said corporation	FARGO	BANK, N.A	.4,
Notary Public  Printed Name:	Musik Hualisik Jan EPARED BY:		CYNTHIA NOTARY PU	M SCHAEFER SELIC - MINNESOTA SON EXPIRES 01/31/15	

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In Witness Whereof, I have executed this Agreement	t.	
(Seal)	Weller & f	(Seal)
Borrower DALIA SOUTHES	Borrower WILLIAM C. SQUIRES	(Seal)
Date	Date	
(Seal)	D	(Seal)
Borrower	Borrower	
Date	Date	<del></del>
Borrower (Seal)	Borrower	(Seal)
Dollowel	Dollowo	
Date	Date	· · · · · · · · · · · · · · · · · · ·
[Space Below This Li	ne for Acknowledgments]	
	CKNOWLEDGMENT	
State of Washington		
County of Skaalt		
I certify that I know or have satisfactory evidence th	at DALIA SQUIRES, WILLIAM	1 C. SQUIRES is the
person who appeared before me, and said person ack acknowledged it to be (his/her) free and voluntary ac	(nowledged that (he/she) signed the ct for the users and purposes ment	is instrument and loned in the instrument.
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Dated 01010	(Signature)	111. Sugman
MILLY M. GUM	(Signature)	» ·
(Seal of State)	Notasy	ublic_
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S NOTARY S	My appointment expires:	5/01/2014
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Wells Fargo Custom Loan Modification Agreement- Single Famil Uniform Instrument Form 3179 (fixed) / 3162 (step) (rev. 01/09) First American Mortgage Services	ly - Fannie Mae 02122013_90 Page 5	708

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Date: MARCH 29, 2013 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower, DALIA SQUIRES, WILLIAM C. SQUIRES

Property Address: 604 CEDAR TREE DRIVE, SEDRO WOOLLEY, WASHINGTON 98284

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE 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.

Deli Sym		5/13/13
Borrower		Date
DALIA SQUIRES		5/13/13
Borrower		Date
WILLIAM C. SQUIRES		
Borrower		Date
Borrower		Date
FIRST AMERICAN ELS MODIFICATION ACREEMENT	WA	Date
Donower	·	Date

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