

201502240055  
Skagit County Auditor  
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\$79.00  
8 12:00PM

When recorded mail to: #9335282

First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GOINES - PR DOCS

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:

200904290100

Additional reference #'s on page \_\_\_\_ of document

Grantor(s)/Borrower(s): JOHN THOMAS GOINES, ~~JOHN THOMAS GOINES~~

Additional Grantors on page \_\_\_\_ of document

Lender/Grantee(s): WELLS FARGO BANK, N.A.

Additional names on page \_\_\_\_ of document

Trustee(s): QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

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

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4  
AND OF THE SOUTH 13 RODS OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 ; ALL IN SECTION 34 TOWNSHIP 35 NORTH RANGE 4 EAST W.M. LYING  
EAST OF THE FOLLOWING DESCR

Complete legal description on page \_\_\_\_

Assessor's Property Tax Parcel/Account Number  
P38354

☐ Assessor Tax # not yet assigned

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.

UNOFFICIAL DOCUMENT

This Document Prepared By:  
**TERRANCE JONES**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**  
**(800) 416-1472**

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

Tax/Parcel No. P38354

[Space Above This Line for Recording Data]

Original Principal Amount: \$345,613.00  
Unpaid Principal Amount: \$266,241.19  
New Principal Amount \$281,358.39  
New Money (Cap): \$15,117.20

FHA/VA Loan No.: [REDACTED]  
Loan No: (scan barcode)

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this **9TH** day of **JANUARY, 2015**, between **JOHN THOMAS GOINES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** ("Borrower"), whose address is **11236 STERLING ROAD, 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"), dated **APRIL 13, 2009** and recorded on **APRIL 29, 2009** in **INSTRUMENT NO. 200904290100, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of **U.S. \$345,613.00**, 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 **11236 STERLING ROAD, SEDRO WOOLLEY, WASHINGTON 98284**

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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 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, **FEBRUARY 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$281,358.39**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$15,117.20** 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.
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 **4.2500%**, from **FEBRUARY 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,384.11**, beginning on the **1ST** day of **MARCH, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2045** (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, imponds, 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.
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



201502240055

In Witness Whereof, I have executed this Agreement.

John Thomas Goines  
Borrower: JOHN THOMAS GOINES

01/17/2015  
Date

Lydia L Goines  
Borrower: LYDIA L GOINES

1-17-15  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of WASHINGTON  
County of Skagit

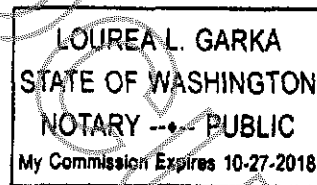
On this day personally appeared before me JOHN THOMAS GOINES, LYDIA L GOINES, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes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

Given under my hand and seal of office this 17 day of January, 2015.

Lourea Lynn Garka  
Notary Public residing at Arlington

Printed Name: Lourea Lynn Garka

My commission expires: 10/27/2018



201502240055

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Timothy Lee Gleason**  
Vice President Loan Documentation

2-6-2015

By Timothy L. Gleason (print name) \_\_\_\_\_ Date  
(title) \_\_\_\_\_

[Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 2/6/15 by  
Timothy Lee Gleason the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

[Signature]  
Notary Public

**Trang Luong Huynh**

Printed Name: \_\_\_\_\_

My commission expires: 01/31/2019



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

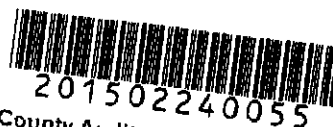


EXHIBIT A

**BORROWER(S):** JOHN THOMAS GOINES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

**LOAN NUMBER:** (scan barcode)

**LEGAL DESCRIPTION:**

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND OF THE SOUTH 13 RODS OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 ; ALL IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, WHICH IS 104.44 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE NORTH LINE OF THE SOUTH 13 RODS OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, AND THE TERMINUS OF THIS LINE DESCRIPTION. EXCEPT THE SOUTH 2 RODS THEREOF AND EXCEPT COUNTY ROAD RIGHT-OF-WAY. AND EXCEPT THAT PORTION THEREOF CONTAINING ABOUT 3/4 OF AN ACRE LYING EAST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 , SECTION 34, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., 2,200 FEET SOUTH OF THE EAST 1/16 CORNER BETWEEN SECTIONS 27 AND 34, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTHWESTERLY ABOUT 435 FEET TO A POINT WHICH IS 33 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, AND 1,155 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4. EXCEPTIONS: A. EASEMENT FOR ELECTRONIC TRANSMISSION LINE, TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER GRANTOR ADJOINING PROPERTY AND INCLUDING COVENANTS AGAINST BLASTING WITHOUT NOTICE: GRANTED TO: PUGET SOUND POWER & LIGHT COMPANY DATED: JUNE 14, 1928 RECORDED: JUNE 26, 1928 AUDITOR'S NO.: 214482 AFFECTS: THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

**TAX/PARCEL NO.** P38354

**ALSO KNOWN AS:** 11236 STERLING ROAD, SEDRO WOOLLEY, WASHINGTON 98284

GOINES  
49728966 WA  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

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Date: JANUARY 9, 2015

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: JOHN THOMAS GOINES, LYDIA L GOINES

Property Address: 11236 STERLING ROAD, 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 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.

John Thomas Goines 01/17/2015  
Borrower Date

JOHN THOMAS GOINES

Lydia L Goines 1-17-15  
Borrower Date

LYDIA L GOINES

Borrower Date

Borrower Date

Borrower Date

Borrower Date

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