



Skagit County Auditor

2/25/2015 Page

1 of

\$80.00

9 11:49AM

WHEN RECORDED RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

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)

Modification Agreement

Reference Numbers(s) of related documents:

200410070058

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): BRANDON L GILDEN, HEATHER M PICONE

Additional Grantors on page ____ of document

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

Additional names on page ____ of document

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

Lot 6, Brickyard Meadows Div 1

Complete legal description on page ____

Assessor's Property Tax Parcel/Account Number
47960000060000

☐ 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.

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

~~When recorded mail to: #9325509~~

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

Tax/Parcel No. 47960000060000

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Original Principal Amount: \$165,000.00

Freddie Mac Loan No.: 241786738

Unpaid Principal Amount: \$174,737.61

Loan No: 7884244630

New Principal Amount \$180,645.76

New Money (Cap): \$5,908.15

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 **23RD** day of **JANUARY, 2015**, between **U.S. BANK N.A. ("Lender")**, whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, and **BRANDON L GILDEN AND HEATHER M PICONE, BOTH SINGLE ("Borrower")**, whose address is **457 ROHRER LOOP, SEDRO WOOLLEY, WASHINGTON 98284**, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **OCTOBER 6, 2004**, in the original principal sum of U.S. **\$165,000.00** 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 **OCTOBER 7, 2004** in **INSTRUMENT NO. 200410070058**, of the

UNOFFICIAL
OFFICIAL Records of SKAGIT COUNTY, WASHINGTON. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

457 ROHRER LOOP, 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:

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 **FEBRUARY 1, 2015**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$180,645.76**.
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 **4.3750%**, beginning **FEBRUARY 1, 2015**, both before and after any default described in the Note. The yearly rate of **4.3750%** 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. **\$797.66**, 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, 2055**, (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 FREDERICA 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.

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, I have executed this Agreement.

Borrower: BRANDON L GILDEN

2-7-15

Date

Borrower: HEATHER M PICONE

2-7-15

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of Skagit

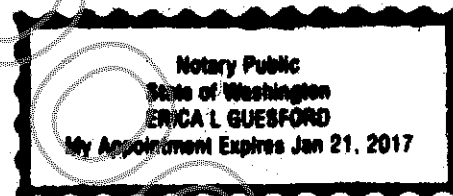
On this day personally appeared before me BRANDON L GILDEN, HEATHER M PICONE, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes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

Given under my hand and seal of office this 7 day of February, 20 15

Erica L Guesford
Notary Public residing at mt vernon

Printed Name: Erica L Guesford

My commission expires: Jan 21 2017



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By SHANAN OWEN (print name)
Mortgage Document Officer (title)

2-11-15
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 2-11-15 by
SHANAN OWEN, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
National Banking Assoc. on behalf of said national association.

Barbara A. Grooms
Notary Public

Barbara A. Grooms
Printed Name

My commission expires: 6-5-18

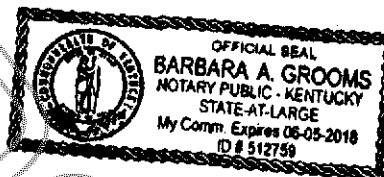


EXHIBIT A

BORROWER(S): BRANDON L GILDEN AND HEATHER M PICONE, BOTH SINGLE

LOAN NUMBER: 7884244630

LEGAL DESCRIPTION:

LOT 6, PLAT OF BRICKYARD MEADOWS-DIV 1, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 15, 2002 UNDER AUDITOR'S FILE NO. 200207150172, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO: RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD HERETO AS, A. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF: GRANTEE: PUGET SOUND ENERGY, INC. DATED: SEPTEMBER 26, 2001 RECORDED: OCTOBER 9, 2001 AUDITORS NO: 200110090060 PURPOSE: "... UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY...." AREA AFFECTED: EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS OF WAY AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROAD ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.) EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS OF WAY. EASEMENT NO. 3: ALL AREAS LOCATED WITHIN A 10(TEN) FEET PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS. EASEMENT NO. 4: NO VEHICULAR ACCESS, PARKING OR DRIVEN SURFACE SHALL BE LOCATED WITHIN A 5(FIVE) FOOT PERIMETER OF ALL OF GRANTEE'S GROUND MOUNTED OR SEMI-BURIED VAULTS, PEDESTALS, TRANSFORMERS AND/OR HAND HOLES. B. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION: PLAT/SUBDIVISION NAME: BRICKYARD MEADOWS DIV. 1 RECORDED: JULY 15, 2002 AUDITOR'S NO: 200207150172 SAID MATTERS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: 1. UTILITY EASEMENT SHOWN ON THE FACE OF THE PLAT AS FOLLOWS: AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE FOLLOWING; THE CITY OF SEDRO-WOOLLEY, PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, PUGET SOUND ENERGY, CASCADE NATURAL GAS, GTE OF THE NORTHWEST, TCI CABLEVISION, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE SUBDIVISION LYING PARALLEL WITH AND ADJOINING ALL STREET(S) IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES AND ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SEWER, WATER, ELECTRICITY, GAS, TELEPHONE SERVICE, TELEVISION CUBIC SERVICE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON SAID EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED. 3. P.U.D. WATERLINE EASEMENT NOTE SHOWN ON THE FACE OF THE PLAT, AS FOLLOWS: EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS OR ASSIGNS, THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY

UNIFORM INSTRUMENT

ENABLING THE PUD TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND MAINTENANCE OF A WATER LINE, LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, REMOVE, RESTORE, ALTER, REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PIPES, LINE OR LINES OR RELATED FACILITIES. ALONG WITH NECESSARY APPURTENANCES FOR THE TRANSPORTATION OF WATER OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHTS OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTOR ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH, TIMBER, TREES OR OTHER GROWTH STANDING OR GROWING UPON THE LANDS OF THE GRANTOR WHICH, IN THE OPINION OF THE DISTRICT, CONSTITUTES A MENACE OR DANGER TO SAID LINE OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE. THE GRANTOR AGREES THAT TITLE TO ALL TIMBER, BRUSH, TREES, OTHER VEGETATION OR DEBRIS TRIMMED, CUT, AND REMOVED FROM THE EASEMENT PURSUANT TO THIS AGREEMENT IS VESTED IN THE DISTRICT, GRANTOR, ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE BASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE GENERAL MANAGER OF THE DISTRICT. GRANTOR SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTOR'S PROPERTY SO AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER MAINTAINED UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH OBSTRUCT OR ENDANGER THE DISTRICT'S USE OF THE EASEMENT.

4. EASEMENT FOR WATERLINE AFFECTING LOT 38. C. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN: DATED: JULY 12

TAX/PARCEL NO. 47960000060000

ALSO KNOWN AS: 457 ROHRER LOOP, SEDRO WOOLLEY, WASHINGTON 98284

49733927 GILDEN WA
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **BRANDON L GILDEN AND HEATHER M PICONE, BOTH SINGLE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR US BANK, NA** for **\$165,000.00** and interest, dated **OCTOBER 6, 2004** and recorded on **OCTOBER 7, 2004** in **INSTRUMENT NO. 200410070058**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR US BANK, NA** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **AUGUST 28, 2014** in **INSTRUMENT NO. 201408280005**.