

Skagit County Auditor 3/9/2015 Page

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\$78.00 7 10:57AM

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

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

When recorded mail to: #-9247429

First American Title Loss Mitigation Title Services 1079.12 P.O. Box 27670 Santa Ana, CA 92799

RE: SCOTT - PR DOCS

New Money (Cap): \$7,017.93

Tax/Parcel No. P110134

[Space Above This Line for Recording Data]

Original Principal Amount: \$228,800.00 Unpaid Principal Amount: \$223,934.18 New Principal Amount \$230,952.11 FHA/VA Loan No.: Loan No: (scan barcode)

# LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 16TH day of OCTOBER, 2014, between SHARON G. SCOTT, A MARRIED WOMAN, AS HER SEPARATE PROPERTY ("Borrower"), whose address is 2209 25TH ST, ANACORTES, WASHINGTON 98221 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 FEBRUARY 2, 2013 and recorded on JANUARY 8, 2013 in INSTRUMENT NO. 201301080037, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$228,800.00, 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 2209 25TH ST, ANACORTES, WASHINGTON 98221

Wells Fargo Custom Loan Mod 09012014\_77

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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):

- 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, **DECEMBER 1**, 2014 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$230,952.11, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$7,017.93 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 3.7500%, from DECEMBER 1, 2014. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,069.58, beginning on the 1ST day of JANUARY, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 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 previsions 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.

- 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

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In Witness Whereof, I have executed this Agreement.	
(1) · U l · ·	10/20/2011
Show I sport	19/02/014
Borrower: SHARSING SCOLT	Date
	10/22/2014 Date 10/22/2014
Borrower: ROBERT DOUGLAS SCOTT	Data
BOHOWEL ROBLAND BOOT I	Dute
Borrower:	Date
	D-4-
Borrower:  [Space Below This Line for Acknowledgments]	Date
[Space Sciow This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT	
State of WashingTon	
State of Washington County of Skagit	
County of Skagi I	
On this day personally appeared before me SHARON G SCOTT, ROBERT D	OUGLAS SCOTT , to me
known to be the individual(s) described in and who executed the within and	
acknowledged that he/she/they signed the same as his/her/their free and voluntar	
and purposes therein mentioned.	
Given under my hand and seal of office this 22 nd day of October,	11
Given under my hand and seal of office this day of,	20 <u>14</u> .
1 - huar =	18842.
Notary Public residing at Nount Vernon, WA	KUZA
T V	A MANUEL STREET
Printed Name: Tom Kvzman	Stories and the stories and the stories are stories ar
Printed Name: Tom Kvzman  My commission expires: 4/16/2017	
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In Witness Whereof, the Lender have executed this Agreement.
WELLS FARGO BANK, N.A.  Hannah Marie Specktor Vice President Loan Documentation 11-12-14
By (print name) Date (title) [Space Below This Line for Acknowledgments]
LENDER ACKNOWLEDGMENT
STATE OF COUNTY OF
STATE OF COUNTY OF beginning the instrument was acknowledged before me this the
Vice President Loan Documentation of WELLS FARGO BANK, N.A
a Vice President Loan Documentation , on behalf of said company.
Motory Public  JULIE ANN PRIETO  NOTARY PUBLIC - MINNESOTA
Printed Name: Julie Ann Prieto January 31, 2019
My commission expires: $1/31/2019$
THIS DOCUMENT WAS PREPARED BY: LATEEF MCGILL WELLS FARCO BANK N.A.
WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7801-03K FORT MILL, SC 29715

#### EXHIBIT A

BORROWER(S): SHARON G. SCOTT, A MARRIED WOMAN, AS HER SEPARATE PROPERTY

LOANNUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE WEST 1/2 OF LOT 3, ALL OF LOTS 4 AND 5, BLOCK 217, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON; (ALSO KNOWN AS PARCEL 10, SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9612230056 AND KNOWN AS CYPRESS RIDGE).

TAX/PARCEL NO. P110134

ALSO KNOWN AS: 2209 25TH ST, ANACORTES, WASHINGTON 98221

SCOTT 49779980

WA

FIRST AMERICAN ELS MODIFICATION AGREEMENT

HAR CONTRACTOR DE LA REMAÑA DE

Date: OCTOBER 16, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower, SHARON G SCOTT, ROBERT DOUGLAS SCOTT

Property Address: 2209 25TH ST, ANACORTES, WASHINGTON 98221

### 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, cleeds 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.

Sharon J. Scott	
Borrower 1	Date
SHARON G SCOTT	
Borrower	Date
ROBERT DOUGLAS SCOTT	
7 X	10/22/2014
Borrower	Date
Borrower	Date
•	
Borrower	Date
Borrower	Date

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First American Mortgage Services

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