



201512040104

Skagit County Auditor

\$78.00

12/4/2015 Page

1 of

6 12:34PM

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

This Document Prepared By:

MELISSA BARR  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

When recorded mail to: #9970845  
1 First American Title  
2 Loss Mitigation Title Services 12106-1  
3 P.O. Box 27670  
4 Santa Ana, CA 92799  
RE: FAY - PROPERTY REPORT

Tax/Parcel No. 36043610030106

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Original Principal Amount: \$158,512.00

FHA/VA Case No.: 703 561-8094574

Unpaid Principal Amount: \$141,215.72

Loan No: 9900170056

New Principal Amount \$141,215.72

New Money (Cap): \$0.00

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12TH day of SEPTEMBER, 2011, between ROSEMARY N FAY A SINGLE PERSON, MARTIN P PARKER A SINGLE PERSON ("Borrower"), whose address is 5058 STATE ROUTE 9, SEDRO WOOLLEY, WASHINGTON 98284 and US BANK, NA ("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"), dated OCTOBER 29, 2004 and recorded on OCTOBER 29, 2004 in INSTRUMENT NO. 200410290175, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$158,512.00, 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 5058 STATE ROUTE 9, SEDRO WOOLLEY, WASHINGTON 98284

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. As of **AUGUST 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$141,215.72**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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.
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 **4.8750%**, from **AUGUST 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$747.33**, beginning on the **1ST** day of **SEPTEMBER, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2041** (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.
3. 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.

4. 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 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.
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.

UNOFFICIAL DOCUMENT

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

*Rachel Fulks*

By RACHEL FULKS  
Mortgage Officer

(print name)  
(title)

10/3/11

Date

[Space Below This Line for Acknowledgments]

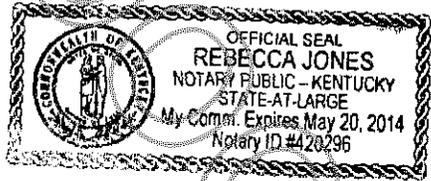
LENDER ACKNOWLEDGMENT

STATE OF Kentucky COUNTY OF Daviess

The foregoing instrument was acknowledged before me this Oct 3, 2011  
by Rachel Fulks, the Mortgage Officer  
of U.S. Bank N.A.  
a Financial, on behalf of said entity.

Signature of Person Taking Acknowledgment *Rebecca Jones*  
Printed Name Rebecca Jones  
Title or Rank Notary  
Serial Number, if any 420296

THIS DOCUMENT WAS PREPARED BY: MELISSA BARR  
US BANK, NA  
4801 FREDERICA ST  
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

Rosemary Fay Parker (Seal)  
Borrower  
**ROSEMARY N FAY**  
9-24-11  
Date

Martin P Parker (Seal)  
Borrower  
**MARTIN P PARKER**  
9-24-11  
Date

\_\_\_\_ (Seal)  
Borrower  
\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of **WASHINGTON**

County of **SKAGIT**

I certify that I know or have satisfactory evidence that **ROSEMARY N FAY, MARTIN P PARKER** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the users and purposes mentioned in the instrument.

Dated September 24, 2011

Jamie Leigh Hammontree  
(Signature)

(Seal or Stamp)



Notary  
(Title)

My appointment expires: 08-01-2012

EXHIBIT A

BORROWER(S): ROSEMARY N FAY A SINGLE PERSON, MARTIN P PARKER A SINGLE PERSON

LOAN NUMBER: 9900170056

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE WEST LINE OF STATE HIGHWAY RIGHT OF WAY THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION DISTANCE OF 265.00 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 330.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAND NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 265.00 FEET, MORE OR LESS, TO THE WEST LINE OF THE STATE HIGHWAY RIGHT OF WAY; THENCE NORTH ALONG THE WEST LINE OF SAID HIGHWAY RIGHT OF WAY TO THE POINT OF BEGINNING; EXCEPT THE NORTH 100 FEET THEREOF.

ALSO KNOWN AS: 5058 STATE ROUTE 9, SEDRO WOOLLEY, WASHINGTON 98284

 FAY  
50819071 WA  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  
