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1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



201604060035

Skagit County Auditor
4/6/2016 Page

1 of \$80.00
8 12:27PM

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:

201005130082

Additional reference #'s on page ___ of document

Grantor(s)/Borrower(s): RENEE P SHELLY, ADAM C SHELLY

Additional Grantors on page ___ of document

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

Additional names on page ___ of document

Trustee(s): NORTHWEST TRUSTEE SERVICES LLC

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

lot 16 plat of Skagit Highlands Div V Phase 2

Complete legal description on page ___

Assessor's Property Tax Parcel/Account Number
P127218

(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:
SHEMIA JIMERSON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMMS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel #: P127218

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$191,135.00 **FHA/VA Loan No.:** _____
Unpaid Principal Amount: \$171,485.64 **Loan No: (scan barcode)**
New Principal Amount \$177,914.22
New Money (Cap): \$6,428.58

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 19TH day of FEBRUARY, 2016, between **RENEE P SHELLY AND ADAM C SHELLY, WIFE AND HUSBAND** ("Borrower"), whose address is **5670 SWIFT CREEK DRIVE, MOUNT VERNON, WASHINGTON 98273** 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 **MAY 11, 2010** and recorded on **MAY 13, 2010** in **INSTRUMENT NO. 201005130082, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$191,135.00**, 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 **5670 SWIFT CREEK DRIVE, MOUNT VERNON, WASHINGTON 98273**



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, **MARCH 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$177,914.22**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,428.58** 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 **MARCH 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$823.95**, beginning on the **1ST** day of **APRIL, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2046** (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 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



In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: RENEE P SHELLY

3-4-16
Date

[Signature]
Borrower: ADAM C SHELLY

3-4-16
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Snohomish

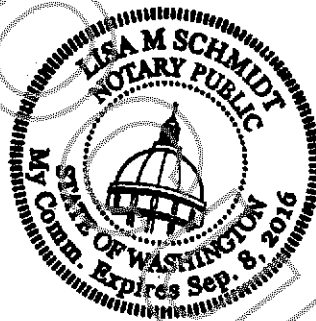
On this day personally appeared before me RENEE P SHELLY, ADAM C SHELLY, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes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

Given under my hand and seal of office this 4 day of March, 2016.

[Signature]
Notary Public residing at marysville

Printed Name: Lisa M Schmidt

My commission expires: 9-8-2016



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Talea Mhom Meas
Vice President Loan Documentation

3/23/16

By _____
(print name)
(title)

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 3-23-16 by
Talea Mhom Meas, the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

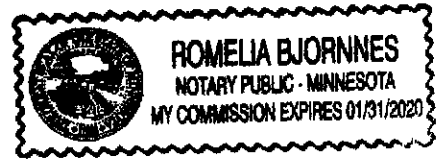
Notary Public



Romelia Bjornnes

Printed Name: _____

My commission expires: 1-31-20



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



UNRECORDED
FIRST AMERICAN MORTGAGE SOLUTIONS DOCUMENT

EXHIBIT A

BORROWER(S): RENEE P SHELLY AND ADAM C SHELLY, WIFE AND HUSBAND

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 116, "PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2)," AS PER PLAT RECORDED ON JANUARY 17, 2008, UNDER AUDITOR'S FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO: ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS COVENANTS AND AGREEMENTS OF RECORD IF ANY, DELINEATED IN LAND TITLE COMPANY ORDER NUMBER: 130310-S.

TAX/PARCEL NO. P127218

ALSO KNOWN AS: 5670 SWIFT CREEK DRIVE, MOUNT VERNON, WASHINGTON 98273



Date: FEBRUARY 19, 2016

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: RENEE P SHELLY, ADAM C SHELLY

Property Address: 5670 SWIFT CREEK DRIVE, MOUNT VERNON, WASHINGTON 98273

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.

[Signature] _____ Date 3-4-16
Borrower: _____

[Signature] _____ Date 3-4-16
Borrower: _____

Borrower: _____ Date _____

Borrower: _____ Date _____

Borrower: _____ Date _____

Borrower: _____ Date _____

Borrower: _____ Date _____

UMPHREY
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FIRST AMERICAN ELS
MODIFICATION AGREEMENT

