

AFTER RECORDING MAIL TO:

Company Name: RUTH RUHL, P.C.
Contact Name: Recording Department
Address: 12700 Park Central Drive, Suite 850
City/State: Dallas, Texas 75251



201605240044

Skagit County Auditor \$78.00
5/24/2016 Page 1 of 6 2:18PM

LOAN #: 1428746927

DOCUMENT TITLE: Loan Modification Agreement

REFERENCE NUMBERS OF RELATED DOCUMENTS:

Book/Liber: N/A

Page: N/A

Instrument No.: 200802290175

BETWEEN

GRANTOR(S):

1. Daniel W Straub
2. Martha C Straub
- 3.
- 4.

AND

GRANTEE: Umpqua Bank Formerly Sterling Bank

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)
SECTION 31, TOWNSHIP 35, RANGE 3; PTN. GOV. LOT 1

Assessor's Property Tax Parcel/Account Number(s): 350331-0-011-0105

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Prepared By:
RUTH RUHL, P.C. and
Co-Counsel, Routh Crabtree Olsen, PS

Loan No.: 1428746927

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is made April 4th, 2016, between Daniel W Straub and Martha C Straub, husband and wife ("Borrower") and Umpqua Bank Formerly Sterling Bank ("Lender")

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated February 14th, 2008, in the original principal sum of U.S.\$ 340,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on February 29th, 2008, in Book/Liber N/A, Page N/A, Instrument No. 200802290175, Official Records of Skagit County, Washington. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 12579 C Street, Mount Vernon, Washington 98273

Loan No: 1428746927

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 81,200.03 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 1st, 2016 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 423,660.63
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.000 % beginning April 1st, 2016 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,200.01 , beginning on the 1st day of May, 2016 , and continuing thereafter on the same day of each succeeding month. If on March 1st, 2038 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047

or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date 4/15/16 _____ (Seal)
Daniel W Straub -Borrower

Date 4/15/16 _____ (Seal)
Martha C Straub -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

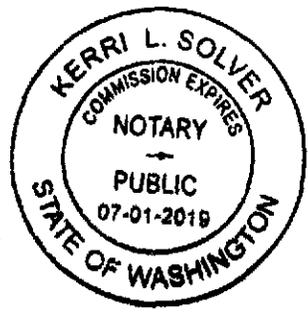
BORROWER ACKNOWLEDGMENT

State of WA §
County of Sagit § ss.:
§

I certify that I know or have satisfactory evidence that Daniel W Straub and Martha C Straub 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 uses and purposes mentioned in the instrument.

Dated: 4-15-16

(Seal)



[Signature]
(Signature)

Notary Public
(Title of Office)

Mount Vernon
(Place of Residence of Notary Public)

EXHIBIT "A"

The following described real estate, situate in the County of Skagit, State of Washington:

That portion of Government Lot 1 in Section 31, Township 35 North, Range 3 East, W.M., being a portion of vacated Blocks 18 and 19 of "PLAT OF BAY VIEW (McKenna & Elliott's 2nd Addition)", as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington, the Northerly line of which is the North line of said Blocks 18 and 19, the Southerly line of which is the centerline of "B" Street, the Easterly line of which is the centerline of 5th Street and the Westerly line of which is a line drawn parallel to said centerline of 5th Street and 355 feet Westerly therefrom;

TOGETHER WITH an easement for ingress, egress and utilities over and across the North 15 feet of the South 185 feet of that portion of said Government Lot 1 that lies Westerly of the above described tract and Northerly of the centerline of "B" Street and Easterly of the centerline of Second Street, as said streets are shown on said 'PLAT OF BAY VIEW (McKenna & Elliott's 2nd Addition)' and the Plat of "A. SEIGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY", as per plat recorded in Volume 1 of Plats, page 3, records of Skagit County, Washington.

PARCEL ID: P35075

PROPERTY ADDRESS: 12579 C Street, Mount Vernon, WA 98273