



201607210037

Skagit County Auditor

\$81.00

7/21/2016 Page

1 of

9

1:09PM

When recorded mail to:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

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:

201009210089

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): GAIL E. GANGA, SEAN M GANGA

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)

Complete legal description on page ____

Assessor's Property Tax Parcel/Account Number

P41466

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

When recorded mail to: #:9855857
First American Title 
Loss Mitigation Title Services 1079.12
P. O. Box 27670
Santa Ana, CA 92799
RE: GANGA - PR DOCS
Tax/Parcel #: P41466

[Space Above This Line for Recording Data]

Original Principal Amount: \$216,022.00
Unpaid Principal Amount: \$197,260.60
New Principal Amount \$202,415.33
New Money (Cap): \$5,154.73

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 **10TH** day of **MARCH, 2016**, between **GAIL E. GANGA AND SEAN M GANGA, WIFE AND HUSBAND** ("Borrower"), whose address is **8387 MYER AVE, LYMAN, WASHINGTON 98263** 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 **SEPTEMBER 9, 2010** and recorded on **SEPTEMBER 21, 2010** in **INSTRUMENT NO. 201009210089**, **SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of **U.S. \$216,022.00**, 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 **8387 MYER AVE, LYMAN, WASHINGTON 98263**

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, **APRIL 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$202,415.33**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,154.73** 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 **APRIL 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$937.42**, beginning on the **1ST** day of **MAY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 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. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
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 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.
9. 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.
10. 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.

Gail E. Ganga
Borrower: GAIL E. GANGA

6-13-16
Date

Sean M Ganga
Borrower: SEAN M GANGA

6-13-16
Date

Borrower: _____

Date _____

Borrower: _____

Date _____

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Skagit

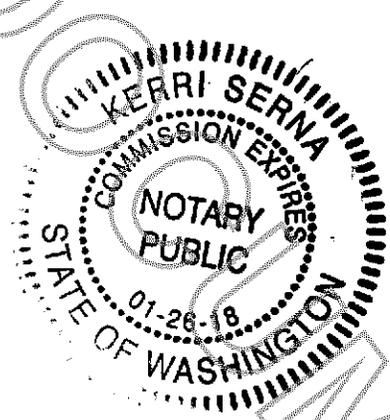
On this day personally appeared before me GAIL E. GANGA, SEAN M GANGA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein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

Given under my hand and seal of office this 13th day of June, 2016.

Kerri Serina
Notary Public residing at Sedro Woolley, WA

Printed Name: Kerri Serina

My commission expires: 1-26-2018



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Michelle Lea Ray Hoffmann
Vice President Loan Documentation

[Signature]

By

(print name)
(title)

6/30/16
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 6/30/2016 by

Michelle Lea Ray Hoffmann,

the

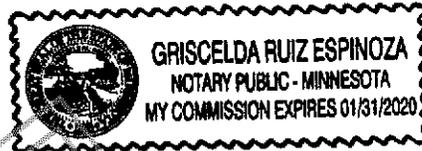
Vice President Loan Documentation

of **WELLS FARGO BANK, N.A.**,

a Vice President Loan Documentation, on behalf of said company.

[Signature]

Notary Public



Printed Name: Griscelda Ruiz Espinoza

My commission expires: 01/31/2020

THIS DOCUMENT WAS PREPARED BY:

PATRICIA SANTOS
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

EXHIBIT A

BORROWER(S): GAIL E. GANGA AND SEAN M GANGA, WIFE AND HUSBAND

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 195 FEET NORTH OF AND 194 FEET EAST OF THE NORTHEAST CORNER OF BLOCK "E", "THE TOWN OF LYMAN, W.T.", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 8, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST 136 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN TRACT CONVEYED TO PETER W. TRUEMAN BY DEED DATED JANUARY 16, 1902, AND RECORDED FEBRUARY 6, 1902 IN VOLUME 44 OF DEEDS, PAGE 295, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST LINE OF SAID TRUEMAN TRACT 125 FEET; THENCE WEST 136 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 125 FEET TO THE POINT OF BEGINNING.

TAX/PARCEL NO. P41466

ALSO KNOWN AS: 8387 MYER AVE, LYMAN, WASHINGTON 98263



Addendum

This Addendum is attached to and made a part of the Loan Modification Agreement (the "Agreement") entered into between WELLS FARGO BANK, N.A. (the "Lender") and GAIL E. GANGA AND SEAN M GANGA, WIFE AND HUSBAND (the "Borrower") dated MARCH 10, 2016.

Notwithstanding anything to the contrary contained in the Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

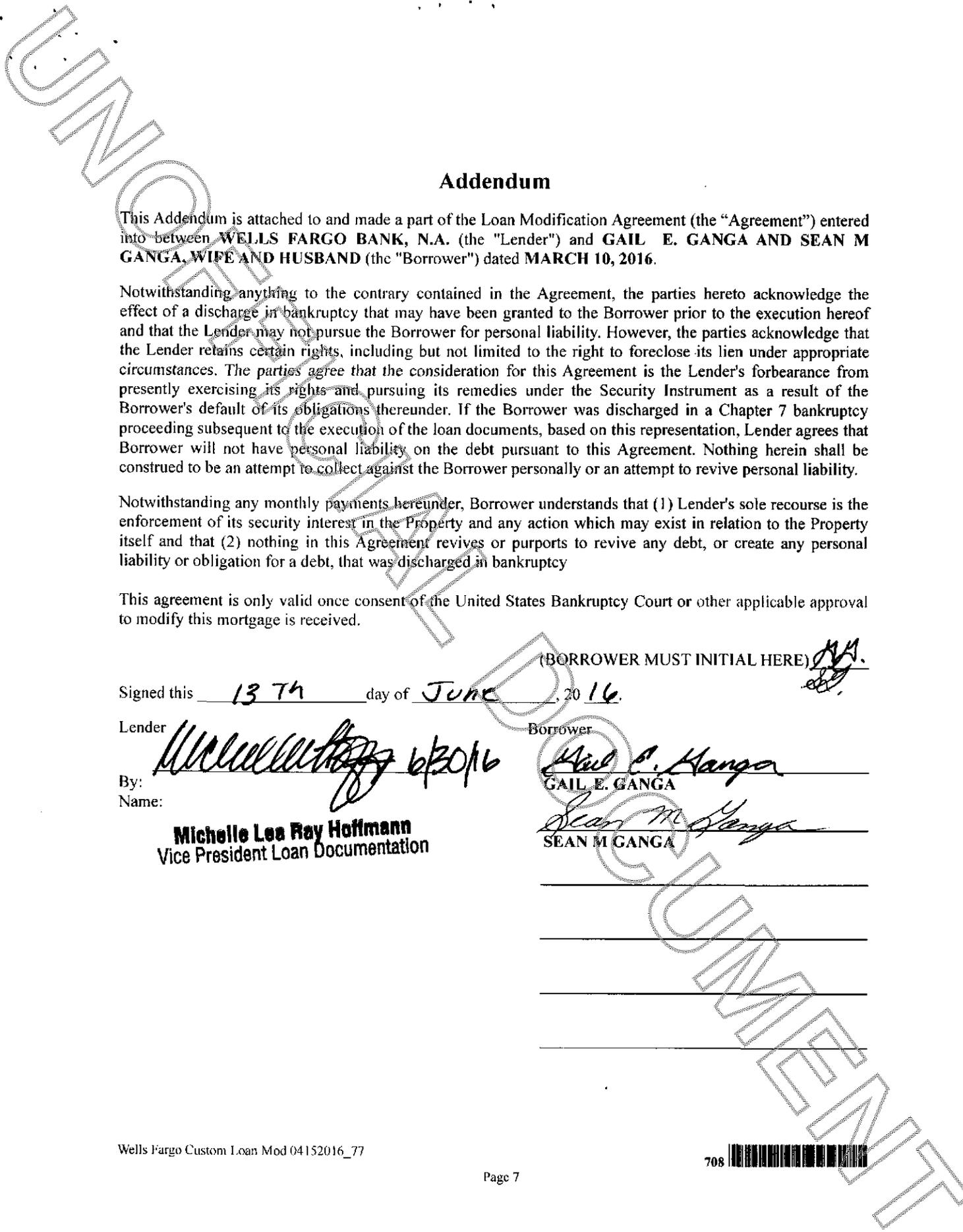
(BORROWER MUST INITIAL HERE) *GA*

Signed this 13th day of June, 2016.

Lender *[Signature]*
By: *[Signature]*
Name:

Michelle Lea Ray Hoffmann
Vice President Loan Documentation

Borrower *[Signature]*
[Signature]
GAIL E. GANGA
[Signature]
SEAN M GANGA



Date: MARCH 10, 2016
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: GAIL E. GANGA, SEAN M GANGA
Property Address: 8387 MYER AVE, LYMAN, WASHINGTON 98263

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.

Gail E. Ganga _____ 6-13-16
Borrower: _____ Date

Sean M Ganga _____ 6-13-16
Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date