

When recorded mail to:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

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:
INSTRUMENT NO. 201211140057

Additional reference #'s on page ____ of document

**Grantor(s)/Borrower(s): GILBERTO DE LEON JR, CINDY LOUISE SMITH, JENNIFER
MICHAEL DE LEON**

Additional Grantors on page ____ of document

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

Additional names on page ____ of document

Trustee(s): CHICAGO TITLE COMPANY

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

Complete legal description on page ____

Assessor's Property Tax Parcel/Account Number
0000122947

☐ 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:
SHRUTHI RAMESH
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
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3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 0000122947

[Space Above This Line for Recording Data]

Original Principal Amount: \$168,367.00

Investor Loan No.:

Unpaid Principal Amount: \$139,124.24

Loan No: (scan barcode)

New Principal Amount \$139,124.24

Total Cap Amount: \$0.00

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Executed on this day: **SEPTEMBER 29, 2020**

Borrower ("I")¹: **GILBERTO DE LEON JR, MARRIED, CINDY LOUISE SMITH, SINGLE,
JENNIFER MICHAEL DE LEON, MARRIED**

Borrower Mailing Address: **1249 ARREZO DRIVE, SEDRO WOOLLEY, WASHINGTON 98284**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **NOVEMBER 8, 2012** and the Note
("Note") date of **NOVEMBER 8, 2012** and Recorded on **NOVEMBER 14, 2012** as INSTRUMENT
NO. 201211140057 of the OFFICIAL Records of SKAGIT COUNTY, WASHINGTON

Property Address ("Property"): **1249 ARREZO DRIVE, SEDRO WOOLLEY, WASHINGTON 98284**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate

Wells Custom Disaster Extend Mod 07242020_511



Legal Description:

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

This Loan Modification Agreement ("Agreement") is made on **SEPTEMBER 29, 2020** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

1. The Modification.

- A. The current contractual due date has been changed from **JUNE 1, 2020** to **NOVEMBER 1, 2020**. The first modified contractual due date is **NOVEMBER 1, 2020**.
- B. The maturity date will now be **MAY 1, 2043**.
- C. Interest at the rate of **2.8750%** will begin to accrue on the unpaid principal balance of **\$139,124.24** ("Interest Bearing Principal Balance") as of **OCTOBER 1, 2020**.
- D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
271	2.8750%	10/01/2020	\$698.54	\$363.86	\$1,062.40	11/01/2020



2. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- D. If the Borrower's homeowners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in effect in accordance with this Agreement.
- E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- F. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the



making of the payments under this Agreement.

- H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed Agreement without alteration by **OCTOBER 14, 2020**. If Borrower does not return a properly signed Agreement by this date and make the first monthly payment pursuant to the terms of this Agreement, **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the Agreement are due as outlined in this Agreement. Upon receipt of a properly signed Agreement and the first payment due pursuant to this Agreement, this Agreement will become effective on **NOVEMBER 1, 2020** ("Modification Effective Date").

All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.



In Witness Whereof, I have executed this Agreement.

Borrower: GILBERTO DE LEON JR

Date

10-12-2020

Borrower: CINDY LOUISE SMITH

Date

10-12-2020

Borrower: JENNIFER MICHAEL DE LEON *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date

10-12-2020

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Skagit

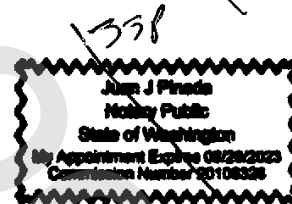
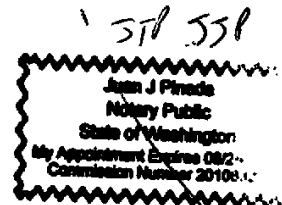
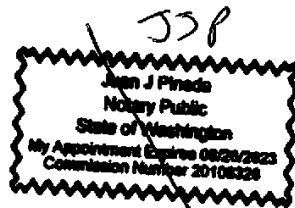
I certify that I know or have satisfactory evidence that GILBERTO DE LEON JR, CINDY LOUISE SMITH, JENNIFER MICHAEL DE LEON, is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-12-2020 (Seal or stamp)

Notary Public

Printed Name: Juan J Pineda

My appointment expires: 08/26/2023



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: (print name) Yared Daisso Areba
(title) Vice President Loan Documentation

(sign)

12/03/2020
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF

MN

COUNTY OF

Ramsey

This instrument was acknowledged before me 12-03-2020 (date) by
Yared Daisso Areba (name(s) of person(s)) as Vice President Loan Documentation (type
of authority, e.g., officer, trustee, etc.) of **WELLS FARGO BANK, N.A.** (name of party on behalf of whom
the instrument was executed).

Notary Public

Printed Name:

Shayna Beth Rutland

My Commission Expires:

01/31/2024



EXHIBIT A

**BORROWER(S): GILBERTO DE LEON JR, MARRIED, CINDY LOUISE SMITH, SINGLE,
JENNIFER MICHAEL DE LEON, MARRIED**

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

**The land referred to in this document is situated in the CITY OF SEDRO WOOLLEY, COUNTY OF
SKAGIT, STATE OF WASHINGTON, and described as follows:**

**LOT 33, SAUK MOUNTAIN VIEW ESTATES SOUTH - A PLANNED RESIDENTIAL
DEVELOPMENT PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 26, 2005,
UNDER AUDITOR'S FILE NO. 200505260107, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

Tax/Parcel No. 0000122947

ALSO KNOWN AS: 1249 ARREZO DRIVE, SEDRO WOOLLEY, WASHINGTON 98284

