

When recorded mail to: #:5612393

First American Title
Loss Mitigation Title Services 1079.25
P.O. Box 27670
Santa Ana, CA 92799
RE: TEMPLE - PROPERTY REPORT



201002220172
Skagit County Auditor

2/22/2010 Page 1 of 7 3:07PM

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LOAN MODIFICATION AGREEMENT

(Interest Only)

This Loan Modification Agreement ("Agreement"), made as of **DECEMBER 15, 2009**, between **JASON TEMPLE, MARRIED AS HIS SEPARATE ESTATE**

300609150203

("Borrower") and Wells Fargo Bank, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **SEPTEMBER 14, 2006** and (2) the adjustable rate/fixed rate note (the "Note"), 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

**1251 ARREZO DRIVE
SEDRO WOOLLEY, WASHINGTON 98284**

the real property described as SEE ATTACHMENT A.

THE NOTE CONTAINS 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 BORROWER MUST PAY.

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):

- As of **DECEMBER 15, 2009**, the amount payable under the Note and the Security Instrument is U.S. \$ **265,970.55**, ("Unpaid Principal Balance"), consisting of the unpaid

LOAN MODIFICATION AGREEMENT --Single Family-- Fannie Mae UNIFORM INSTRUMENT

Form 3161 6/06

Modified by Wells Fargo Bank, N.A.
First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# WELLSSC105 Rev. 08-13-09

Loan Modification Interest Only

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amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized with this modification.

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 less any principal reduction due to payments from Borrower at the yearly rate of **6.000 %**, from **DECEMBER 15, 2009**. Borrower promises to make monthly payments of interest of U.S. \$ **1,329.85**, beginning on **02/01/2010** until the expiration of the interest only term on **11/01/16** the ("Conversion Date"), which is in accordance with the Note. As of the Conversion Date, the original terms regarding the determination of the interest rate will change in accordance with the terms of the Note. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on **OCTOBER 01, 2036** ("Maturity Date"). In addition to monthly payments, Borrower shall make monthly escrow deposits as defined in the Note. Escrow deposit payments may be subject to change in the future.
3. If on the Maturity Date, 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. Borrower understands and agrees that
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise hereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.



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Skagit County Auditor

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- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (g) **CORRECTION AGREEMENT.** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants 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 Borrower(s) 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 (i) interest rate, (ii) term, (iii) outstanding principal balance or (iv) Borrower(s) monthly principal and interest payments as modified by this Agreement. This limited power of attorney shall automatically terminate in 120 days from the closing date of this Agreement. DT (Borrower Initial)



201002220172

Skagit County Auditor

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WELLS FARGO BANK, N.A.

Lender

By: [Signature] 01/13/10
Name: Saeda Kediri
VP of Loan Documentation

Its: _____

[Signature] _____ (Seal)
JASON TEMPLE -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

LOAN MODIFICATION AGREEMENT --Single Family-- Fannie Mae UNIFORM INSTRUMENT
Modified by Wells Fargo Bank, N.A.
First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# WELLSSC105-4 Rev. 08-13-09

Form 3161 6/06
Loan Modification Interest Only



201002220172
Skagit County Auditor

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XXXXXXXXXXXX

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

State of Washington

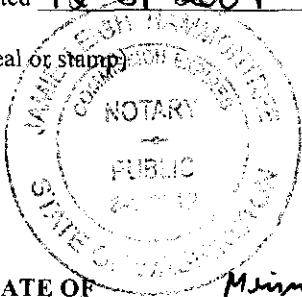
County of Skagit

I certify that I know or have satisfactory evidence that JASON TEMPLE

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 12-31-2009

(Seal or stamp)



JOT JH
Jamie Leigh Hammar
(Signature)

Notary
Title

My appointment expires 08-01-2012

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY Ramsey

The foregoing instrument was acknowledged before me this 1/13/10 by Saedat Keshis, the VPOB loan documentation of Wells Fargo Bank, N.A.

a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

Printed Name NAEEM SMAYUB

Title or Rank Notary

Serial Number, if any _____



Date: JANUARY 1, 2010
Loan Number: XXXXXXXXXXXXXXXX
Lender: WELLS FARGO BANK, N.A.
Borrower: JASON TEMPLE

Property Address: 1251 ARREZO DRIVE
SEDRO WOOLLEY, WASHINGTON 98284

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 UNWRITTEN 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] 12-31-09
Borrower _____ Date _____
JASON TEMPLE
Borrower _____ Date _____
Borrower _____ Date _____
Borrower _____ Date _____
Borrower _____ Date _____
Borrower _____ Date _____

First American Loan Production Services
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FALPS# FAND033 Rev. 12-10-08

Notice of No Oral Agreements

