

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING



201211130055  
Skagit County Auditor

11/13/2012 Page 1 of 8 11:27AM

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)

1. Loan Modification Agreement 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

200710010114

**Grantor(s)** (Last name, first name, initials)

1. Bruce Wayne Rogers  
2. Lizbeth Rainald

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. U.S. Bank NA  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Tract B SP No. MV-14-76 AFN 828395 Vol 1 Pg 85

Situate in Skagit County WA

Additional legal is on page 8 of document.

**Assessor's Property Tax Parcel/Account Number**  
assigned

34042001350000

Assessor Tax # not yet


The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

This Document Prepared By:  
**AMBER CUMMINGS**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301

~~When recorded mail to: #7656254~~

First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: ROGERS - MOD REC SVC

Tax/Parcel No. 34042001350000

[Space Above This Line for Recording Data]

Original Principal Amount: \$305,000.00  
Unpaid Principal Amount: \$287,637.40  
New Principal Amount \$292,999.56  
New Money (Cap): \$5,362.16

Freddie Mac Loan No.:473207796  
MERS Min: 100021278840077908  
MERS Phone #: (888) 679-6377

### LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this 4TH day of SEPTEMBER, 2012, between U.S. BANK N.A. whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and BRUCE WAYNE ROGERS AND LIZBETH RAINAUD, HUSBAND AND WIFE whose address is 1535E KINCAID ST, MOUNT VERNON, WASHINGTON 98274 ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated AUGUST 27, 2007, in the original principal sum of

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 08282012\_57  
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U.S. \$305,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on **OCTOBER 1, 2007** in **INSTRUMENT NO. 200710010114**, of the **OFFICIAL** Records of **SKAGIT COUNTY, WASHINGTON**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**1535E KINCAID ST, MOUNT VERNON, WASHINGTON 98274**  
[Property Address]

the real property described being set forth as follows:

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

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **SEPTEMBER 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$292,999.56**.
2. Interest Rate. 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 **5.0000%**, beginning **SEPTEMBER 1, 2012**, both before and after any default described in the Note. The yearly rate of **5.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,412.83**, beginning on the **1ST** day of **OCTOBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2052**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 FREDERICA ST, OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.



If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

**"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.**



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 where 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.

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

*Rachel Fulks*

By Rachel Fulks (print name)  
Mortgage Document Officer (title)

10/22/12  
Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

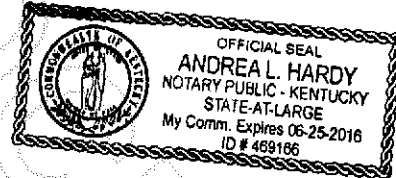
**STATE OF KENTUCKY  
COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 22nd of Oct. 2012  
by **RACHEL FULKS**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,  
a National Banking Association, on behalf of said entity.

*Andrea Hardy*  
Notary Public

Printed Name: Andrea Hardy

My commission expires: 6/25/2016



**THIS DOCUMENT WAS PREPARED BY:  
AMBER CUMMINGS  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301**



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By: *Rachel Fulks*  
Rachel Fulks  
Assistant Secretary

10/22/12  
Date

[Space Below This Line for Acknowledgments]

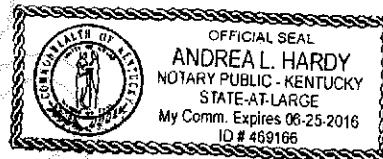
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 22nd of Oct. 2012  
by Rachel Fulks, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a  
Delaware Corporation, on behalf of said entity.

*Andrea Hardy*  
Notary Public

Printed Name: Andrea Hardy

My commission expires: 6/25/2016



**THIS DOCUMENT WAS PREPARED BY:**  
**AMBER CUMMINGS**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**

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In Witness Whereof, I have executed this Agreement.

Bruce Wayne Rogers (Seal)  
Borrower  
**BRUCE WAYNE ROGERS**  
09/13/12  
Date

Lizbeth Rainaud (Seal)  
Borrower  
**LIZBETH RAINAUD**  
09/13/12  
Date

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_  
Date

\_\_\_\_  
Date

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_  
Date [Space Below This Line for Acknowledgments] \_\_\_\_\_  
Date

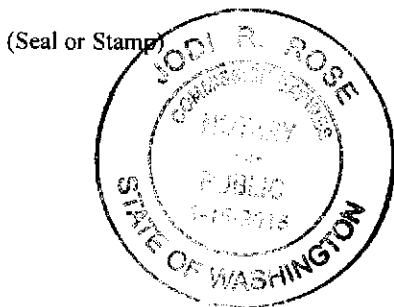
**BORROWER ACKNOWLEDGMENT**

State of **WASHINGTON**  
County of Skagit

I certify that I know or have satisfactory evidence that **BRUCE WAYNE ROGERS, LIZBETH RAINAUD** 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 9-13-12

Jodi Rose  
(Signature)



Personal Banker/notary  
(Title)

My appointment expires: 1-15-2015



**EXHIBIT A**



**BORROWER(S): BRUCE WAYNE ROGERS AND LIZBETH RAINAUD, HUSBAND AND WIFE**

**LOAN NUMBER: 7884007790**

**LEGAL DESCRIPTION:**

**TRACT "B" OF SHORT PLAT NO. MV-14-76, APPROVED JANUARY 8, 1976, AND RECORDED JANUARY 8, 1976, UNDER AUDITOR'S FILE NO. 828395, IN VOLUME 1 OF SHORT PLATS, PAGE 85, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.**

**ALSO KNOWN AS: 1535E KINCAID ST, MOUNT VERNON, WASHINGTON 98274**

 **ROGERS**  
**46012259** **WA**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


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