



201309230064

Return Address:
FIRST AMERICAN
MORTGAGE SERVICES
1100 SUPERIOR AVE STE 200
CLEVELAND OH 44114

Skagit County Auditor \$77.00
9/23/2013 Page 1 of 6 12:05PM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04) **ORDER#4541441**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. LOAN MODIFICATION AGREEMENT (DEED OF TRUST)
2. _____

Reference Number(s) of Documents assigned or released
Additional reference #'s on page _____ of document **INSTRUMENT#200403190139**

Grantor(s) (Last name, first name, initials)
1. ESCALERA II, GRANCISCO
2. _____
Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)
1. PNC BANK N.A.
2. _____
TRUSTEE: N/A
Additional names on page _____ of document.

ESCALERA II
47541441

FIRST AMERICAN ELS
MODIFICATION AGREEMENT *WA*



Legal description (abbreviated: i.e. lot, block, plat or : **LOT 20 BLOCK 2 ALBERT BALCH'S WEDGEWOOD ADD.TO MT.VERNON VOL 7 OF PLATS PG 24**
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
3766002020000

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 signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request"

Signature of Requesting Party

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
KYLE D LITTLE
PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL
ASSOCIATION
MIAMISBURG, OH 45342

When recorded mail #:**7411417**
First American Title 
Loss Mitigation Title Services 1454.1
P.O. Box 27670
Santa Ana, CA 92799
RE: ESCALERA II - PROPERTY REPOR

Tax/Parcel No. **37660020200000**

[Space Above This Line for Recording Data]
Original Principal Amount: \$153,298.00 **FHA/VA Case No.: 464660609651**
Unpaid Principal Amount: \$135,043.63 **Loan No: 0003116861**
New Principal Amount \$157,646.46
New Money (Cap): \$22,602.83

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **JULY, 2013**, between **FRANCISCO A. ESCALERA II, A SINGLE MAN** ("Borrower"), whose address is **1109 S 21ST ST, MOUNT VERNON, WASHINGTON 98273** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 17, 2004** and recorded on **MARCH 19, 2004** in **INSTRUMENT NO: 200403190139, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$153,298.00**, 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 **1109 S 21ST ST, MOUNT VERNON, WASHINGTON 98273**

the real property described is located in **SKAGIT COUNTY, WASHINGTON** and being set forth as follows:

HUD Modification Agreement 05242013_45
First American Mortgage Services

Pa

0003116861



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LOT 20, BLOCK 2, "ALBERT BALCH'S WEDGWOOD, AN ADDITION TO MOUNT VERNON, WN., " AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX/PARCEL NO. 37660020200000

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. As of, **AUGUST 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,646.46**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$22,602.83** 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.
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 at the yearly rate of **4.8750%**, from **AUGUST 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$834.28**, beginning on the **1ST** day of **SEPTEMBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2043** (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.
3. 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.

4. 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**



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- UNOFFICIAL DOCUMENT
6. 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.
 7. 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.

HUD Modification Agreement 05242013_45
First American Mortgage Services

0003116861



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In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

By Eileen Burrall (print name)
Mortgage Officer (title)

08-23-13 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

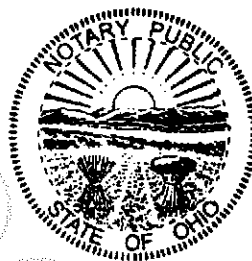
State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 8-23-13
(date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a national association, on behalf of the national association

Keith J. Bennett
Notary Public

KEITH J. BENNETT
NOTARY PUBLIC • STATE OF OHIO
Recorded in Montgomery County
My commission expires Sept. 30, 2015



Printed Name: _____
My commission expires: _____

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342



In Witness Whereof, I have executed this Agreement.

FRANCISCO A. ESCALERA II (Seal)

Borrower

FRANCISCO A. ESCALERA II

Date 8-10-13

_____ (Seal)

Borrower

_____ Date

_____ (Seal)
Borrower

_____ Date

_____ (Seal)
Borrower

_____ Date

_____ (Seal)
Borrower

_____ Date

_____ (Seal)
Borrower

_____ Date

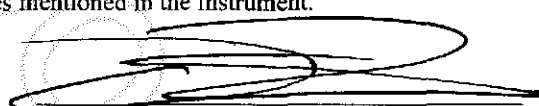
_____ [Space Below This Line for Acknowledgments]

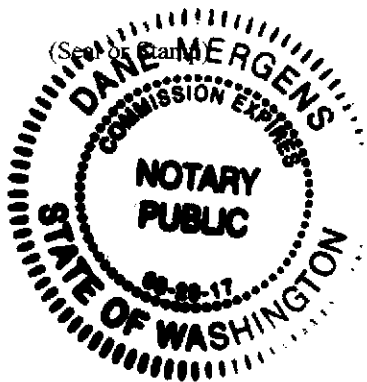
BORROWER ACKNOWLEDGMENT

State of WASHINGTON
County of SKAGIT

I certify that I know or have satisfactory evidence that FRANCISCO A. ESCALERA II 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 8-10-13


(Signature)



NOTARY PUBLIC
(Title)

My appointment expires: 3-29-17



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