



201408180053

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

Skagit County Auditor

\$78.00

8/18/2014 Page

1 of

7 11:16AM

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 201204300239

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

- 1. Smith, Lindsay, N
- 2. \_\_\_\_\_

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

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

- 1. Wells Fargo Bank-NA
- 2. \_\_\_\_\_

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

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

LOTS 5 AND 6, B1K 11, The Southern Addition to Mount Vernon  
VOL 2 page 110

Additional legal is on page 2 of document.

Assessor's Property Tax Parcel/Account Number assigned

P 54337

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:  
**SHAQUOYA JANIECE WILLIAMS**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

When recorded trail to: # 8698346  
First American Title   
Loss Mitigation Title Services 107912  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: SMITH - PR DOCS

Tax/Parcel No. P54337

[Space Above This Line for Recording Data]

Original Principal Amount: \$84,794.00

FHA/VA Loan No.: 

Unpaid Principal Amount: \$82,684.17

FHA Case No.: 703 566-0637963

New Principal Amount \$64,556.67

Loan No: (scan barcode)

New Money (Cap): \$0.00

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 14TH day of MARCH, 2014, between LINDSAY N SMITH A SINGLE WOMAN ("Borrower"), whose address is 1314 VIRGINIA ST, MOUNT VERNON, WASHINGTON 98273 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 APRIL 26, 2012 and recorded on APRIL 30, 2012 in INSTRUMENT NO. 201204300239, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$84,794.00, 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 1314 VIRGINIA ST, MOUNT VERNON, WASHINGTON 98273

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

LOTS 5 AND 6, BLOCK 11, PLAT OF THE SOUTHERN ADDITION TO MOUNT VERNON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 110, RECORDS OF SKAGIT COUNTY, WASHINGTON.

 SMITH  
49018455 WA

TAX/PARCEL NO. P54337

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

Wells Fargo Custom HUD-HAMP Loan Modification Agreement  
03132014\_258  
First American Mortgage Services

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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, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$64,556.67**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$18,127.50. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
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 **4.2500%**, from **APRIL 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$317.58**, beginning on the **1ST** day of **MAY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2044** (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



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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. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



In Witness Whereof, the Lender have executed this Agreement.

**Elizabete Gizaw**  
Vice President Loan Documentation

WELLS FARGO BANK, N.A.

By Elizabete Gizaw (print name)  
(title)

7/11/14  
Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

STATE OF MD

COUNTY OF Dakota

The instrument was acknowledged before me this 7/11/2014 by  
Elizabete Gizaw the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

Julie Ann Prieto  
Notary Public



Printed Name: Julie Ann Prieto

My commission expires: 1/31/2019

**THIS DOCUMENT WAS PREPARED BY:**  
**SHAQUOYA JANIECE WILLIAMS**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

In Witness Whereof, I have executed this Agreement.

Lindsay Smith  
Borrower: LINDSAY N SMITH

6-20-14  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of Washington

County of Skagit

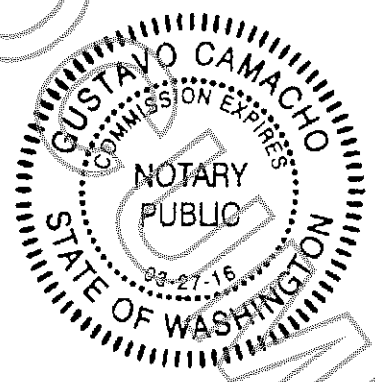
On this day personally appeared before me LINDSAY N SMITH, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 20<sup>th</sup> day of June, 20 14.

Gustavo Camacho  
Notary Public residing at 03/27/2016 sedro woolley

Printed Name: Gustavo Camacho

My commission expires: 03/27/2016



Date: **MARCH 14, 2014**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**  
Borrower: **LINDSAY N SMITH**  
Property Address: **1314 VIRGINIA ST, MOUNT VERNON, WASHINGTON 98273**

**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.

*Lindsay N Smith* \_\_\_\_\_ *6-14-14* \_\_\_\_\_  
Borrower Date  
**LINDSAY N SMITH**

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

