

UNOFFICIAL DOCUMENT



201512240011

Skagit County Auditor \$80.00
12/24/2015 Page 1 of 8 9:06AM

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

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:

201102010233

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): KEVIN M CLARK

Additional Grantors on page ____ of document

Lender/Grantee(s): U.S. BANK N.A.

Additional names on page ____ of document

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

Lot 1, Short Plat No. 91-069, Jenny Acres, AF# 920415-0078

Complete legal description on page 6

Assessor's Property Tax Parcel/Account Number
35051940010202

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:
ANGELA EVERLY
U.S. BANK N.A.
OWENSBORO, KY 42301
(800) 365-7772

~~When Recorded Mail To:~~
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel #: 35051940010202

9688460 [Space Above This Line for Recording Data]

Original Principal Amount: \$199,168.00

FHA/VA/RHS Case No.: 464660688860

Unpaid Principal Amount: \$185,999.39

Loan No: 2200101826

New Principal Amount \$197,686.83

New Money (Cap): \$11,687.44

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 16TH day of SEPTEMBER, 2015, between KEVIN M CLARK AS SOLE OWNER ("Borrower"), whose address is 9571 JENNY LANE, SEDRO WOOLLEY, WASHINGTON 98284 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JANUARY 31, 2011 and recorded on FEBRUARY 1, 2011 in INSTRUMENT NO. 201102010233, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$199,168.00, 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 9571 JENNY LANE, SEDRO WOOLLEY, WASHINGTON 98284

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

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

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **OCTOBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$197,686.83**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$11,687.44** 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 **4.1250%**, from **OCTOBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$958.09**, beginning on the **1ST** day of **NOVEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2045** (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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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.

UNRECORDED INSTRUMENT

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: KEVIN M CLARK

9-26-15
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ~~WASHINGTON~~ Alaska
County of Unalaska

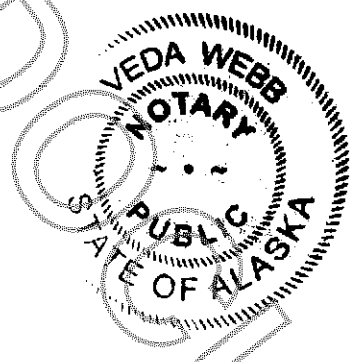
On this day personally appeared before me KEVIN M CLARK, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 26 day of Sept., 2015

Veda Webb
Notary Public residing at Unalaska, AK.

Printed Name: Veda Webb

My commission expires: May 2, 2016



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Angela J. Evans (print name)
Mortgage Document Officer (title)

9/28/15
Date

[Space Below This Line for Acknowledgments]

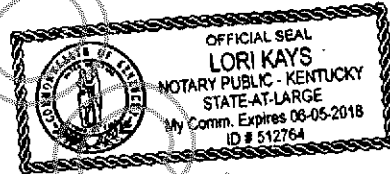
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 9/28/15 by
ANGELA J. EVANS, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a National Banking Assoc. on behalf of said national association.

Lori Kays
Notary Public

Printed Name: Lori Kays
My commission expires: 6.5.18



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **KEVIN M CLARK AS SOLE OWNER** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR U.S. BANK, N.A.** for **\$199,168.00** and interest, dated **JANUARY 31, 2011** and recorded on **FEBRUARY 1, 2011** in **INSTRUMENT NO. 201102010233**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR U.S. BANK, N.A.** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **JANUARY 31, 2014** in **INSTRUMENT NO. 201401310007**.