

UNOFFICIAL DOCUMENT

10215837



Skagit County Auditor \$83.00
11/16/2016 Page 1 of 11 12:22PM

When recorded mail to:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

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)

Modification of Deed of Trust

Reference Numbers(s) of related documents: INSTRUMENT NO. 200601310076

Additional reference #'s on page _____ of document

Grantor(s)/Borrower(s): ARISTEO AYALA GONZALEZ

Additional Grantors on page _____ of document

Lender/Grantee(s): WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3

Additional names on page _____ of document

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

Complete legal description on page _____

Assessor's Property Tax Parcel/Account Number
P62520

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:
FRANKIE DIMEDICI
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When recorded mail to: #:10215837
First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: AYALA GONZALEZ - PR DOCS

Tax/Parcel #: F62520

[Space Above This Line for Recording Data]

Original Principal Amount: \$39,520.00
Unpaid Principal Amount: \$32,862.78
New Principal Amount \$33,154.05
New Money (Cap): \$ 291.27

Fannie Mae Loan No.:
Loan No: (scan barcode)

SECOND LIEN LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

PURSUANT TO THE SECOND LIEN MODIFICATION PROGRAM ("2MP") UNDER THE HOME AFFORDABLE MODIFICATION PROGRAM ("HAMP")

This Second Lien Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 22, 2016** between **ARISTEO AYALA GONZALEZ, SINGLE** ("Borrower") whose address is **214 SOUTH GARDNER RD, BURLINGTON, WASHINGTON 98233** and **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,**

FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3 ("Lender") whose address is **60 LIVINGSTON AVENUE, SAINT PAUL, MN 55107**, amends and supplements (1) the second lien Note, in the original principal amount of U.S. **\$39,520.00**, dated **JANUARY 23, 2006** and recorded on **JANUARY 31, 2006** in **INSTRUMENT NO. 200601310076** and secured by second lien Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JANUARY 23, 2006** and recorded in **SKAGIT COUNTY, WASHINGTON**, the Note bearing the same date as and covering the real and personal property located at **214 SOUTH GARDNER RD, BURLINGTON, WASHINGTON 98233** ("Property"). and as described below:

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

1. RECITALS

- (a) In this Modification Agreement ("Agreement"). "I", "me," and "my" refer to each Borrower who signs this Agreement. "You," "Your," and "Bank" refer to Wells Fargo Bank. N.A.
- (b) This Agreement modifies my note dated **JANUARY 23, 2006** in the original principal amount of \$ **39,520.00**, made payable to Bank or its predecessor-in-interest (the "Note"). The Note is secured by a mortgage or deed of trust or other security document (the "Security Instrument") dated the same date as the Note, secured by my property above (the "Property"). The Security Instrument is also changed to the extent necessary to reflect the changes in this Agreement. Finally, this Agreement amends and supersedes the terms of any modification, forbearance and/or trial period plan or workout plan previously entered into, if any, on this Account.
- (c) The "Effective Date" of this Agreement shall be the date that this Agreement, signed by all Borrowers, is received by the Bank. I understand that if the executed Agreement is not received by the Bank within ten days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.

2. CURRENT TERMS

The current terms of my Note, as of the date of this Agreement shown above, are:

- Outstanding Balance **\$32,862.78**
- Monthly Payment **\$260.19**
Payment consists of **FIXED**
If my payments were not monthly, I paid **\$260.19 MONTHLY**
- Original Interest Rate (*) **6.5000%** per year - this rate is **FIXED**
- Monthly Due Date **the 1ST day of each month**
- Maturity Date **FEBRUARY 1, 2036**
- Balloon Payment **\$0.00**

3. MODIFIED TERMS

- (a) I have requested, and the Bank has agreed, to modify my Note as described in this Agreement.
- (b) I agree that I will comply with and be bound by all covenants, agreements, and requirements of my original account documents, except to the extent such documents are modified by this Agreement. I certify that the account documents are composed of duly valid, binding agreements, enforceable in accordance with their terms. I understand that nothing in the Agreement shall be understood or constructed to be a satisfaction or release in whole or in part of the obligations contained in the loan

documents as modified by this Agreement. If my Account is currently in foreclosure, the Bank agrees to suspend or cancel the foreclosure action, if allowed by state law and/or investor guidelines, so long as the terms and conditions of this Agreement are met.

(c) The new terms of my Note pursuant to this Agreement are as follows:

- New Principal Balance \$ **33,154.05**
- Interest-Bearing Principal Balance **\$23,207.83**
- Deferred Principal Amount (Forborne Principal Amount) **\$9,946.22** (the "Deferred Principal Amount")
- Principal Forgiveness Amount **\$0.00**
- Maturity Date **APRIL 1, 2036**
- Balloon Payment **\$0.00** (Interest rate, monthly payment and monthly due dates are outlined in (h) below.)

(d) My first payment under the new terms above will be due on **SEPTEMBER 1, 2016**

(e) **\$9,946.22** of the New Principal Balance shall be deferred (the "Deferred Principal Amount") and I will not pay interest or make monthly payments on this amount. The New Principal Amount less the Deferred Principal Amount shall be referred to as the "Interest-Bearing Principal Balance" and this amount is **\$23,207.83**. Interest at the rate of **5.5000%** will begin to accrue on the Interest-Bearing Principal Balance as of **AUGUST 1, 2016** and the first new monthly payment on the Interest-Bearing Principal Balance will be due on **SEPTEMBER 1, 2016**. I understand and agree that the Deferred Principal Amount will be due and payable upon payoff of the Account, and in any case, no later than the New Maturity Date. The Bank agrees that interest will not accrue upon the Deferred Principal Amount.

(f) I understand that the Principal Forgiveness Amount is not included in the New Principal Balance. The Bank agrees that I will not be required to repay the Principal Forgiveness Amount. Borrower acknowledges that principal forgiven as part of this loan modification is reported to the IRS and may have tax consequences.

(g) My modified payment schedule is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Interest Payment Amount	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1 - 19	5.5000%	08/01/2016	\$0.00	\$161.13	09/01/2016	236

* If I purchased credit insurance which is currently in effect, I understand that I must continue to pay the monthly cost for that insurance, in addition to the amount stated for my monthly payment, in order to keep that insurance in effect.

(h) The final payment due under my Note will be the amount needed to repay in full the outstanding balance under the new terms shown above. This assumes that all payments will be made on their due dates. If my

payments are not consistently made when due, my new monthly payment may not fully repay the amount owed over the term of the Note and my final payment may be higher.

- (i) I understand that I may be eligible for an annual "pay for performance" principal balance reduction (the "Reduction") payment of up to \$250 for up to five (5) years following the effective date of the Agreement. To qualify for the Reduction, both my first lien modification under the federal government's Home Affordable Modification Program ("HAMP") and this Agreement must be in good standing and not paid in full as of the date the Reduction payment is made. The Reduction payments do not accrue during the trial period, if any. The Reduction payment will accrue monthly, as long as I am current on both loan modifications. Reductions earned will be applied annually for each of the first five years after the date of this Agreement. This incentive is in addition to any Reduction payment for which I may be eligible in connection with my first lien HAMP modification.

I understand that if either loan modification ceases to be in good standing or is paid in full, I will be ineligible to receive the Reduction payments already accrued or to accrue any future Second Lien Modification Program ("2MP") incentive payments, even if I subsequently cure the delinquency.

- (j) The Bank has agreed to waive unpaid interest accrued to the date of this Agreement, and any late charges or other charges accrued to the date of this Agreement that I may owe other than principal. The Bank also waives any penalty for full or partial prepayment of the account, if present in the original Note.
- (k) Currently I have a past due amount on my account. The Bank and I agree that if the terms of this Agreement are followed, my account will not be considered past due from the date of this Agreement on a go-forward basis.
- (l) If I make a partial prepayment of principal that is less than the Interest Bearing Principal Balance, the Bank will apply the partial prepayment to the Interest Bearing Principal Balance. If I make a partial prepayment of principal that is equal to or greater than the Interest Bearing Principal Balance, the Bank will apply the partial prepayment first to any remaining Deferred Principal Amount before applying such partial prepayment to other amounts due under this Agreement or the Note and Security Instrument.

4. INTEREST RATE DISCOUNTS REPLACED

The reduced interest rate I am receiving here replaces any discounts, including for automatic payments and rate buy-downs, I may previously have received, whether or not that discount is specified in this section.

5. SALE OF PROPERTY

Upon sale, transfer, hypothecation, assignment, or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the property or any interest therein, then at its sole option, the Bank may, by written notice declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration is prohibited by law. This Account is not assumable by another party.

6. CONSENT TO DISCLOSE PERSONAL INFORMATION

I consent to the disclosure of my personal information, including the terms of this modification, to (a) the United States Treasury ("Treasury") for purposes related to HAMP and 2MP, (b) any investor, insurer, or guarantor that owns, insures or guarantees his/her mortgage, (c) the servicer of my first lien, (d) Fannie Mae and Freddie Mac as necessary for either to perform its respective obligations as agents of Treasury in connection with HAMP and 2MP, and (e) companies that perform support services for HAMP and 2MP,

including marketing HAMP or 2MP, conducting surveys or providing marketing research or other borrower outreach, data processing, and technical systems consulting.

7. BORROWER CERTIFICATION

I attest, under penalty for perjury, that all documents and information I provided to the Bank are true and correct. I agree to execute any documents, including corrected documents and replacements for lost documents, necessary to consummate the transactions contemplated in the Agreement, within ten (10) calendar days of the Bank's request.

8. CREDIT INSURANCE NOT EXTENDED

If I have credit insurance that I purchased in connection with the original Note, I understand that this Agreement DOES NOT EXTEND the term of this credit insurance if it has expired, or if I fail to continue making premium payments for this insurance. Credit insurance means credit life, disability, and/or involuntary employment insurance. All terms and conditions relating to any such credit insurance remain unchanged by this Agreement.

9. TITLE INSURANCE

I agree that this Agreement will be null and void if the Bank is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination agreement(s).

10. ADDITIONAL PROVISION OF DEFAULT UNDER THIS MODIFICATION AGREEMENT

If I fail to meet the repayment terms of this Agreement, then this Agreement shall be null and void, and all terms and conditions of the Note that have been modified by this Agreement will be reinstated; and I shall be responsible for payment of all amounts owed under the original terms of the Note.

11. NOTICE TO CONSUMER

This is a Consumer Credit Transaction. I understand that:

- I should not sign this Agreement before I read the entire document, even if otherwise advised.
- I should not sign this Agreement if it contains any blank spaces.
- I am entitled to an exact copy of this Agreement and any other agreements I sign.

Borrower must deliver to America's Servicing Company a properly signed modification Agreement by **OCTOBER 7, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, America's Servicing Company may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. America's Servicing Company may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

In Witness Whereof, I have executed this Agreement.

Aristeo Ayala Gonzalez
Borrower: ARISTEO AYALA GONZALEZ

10-12-16
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Skiagit

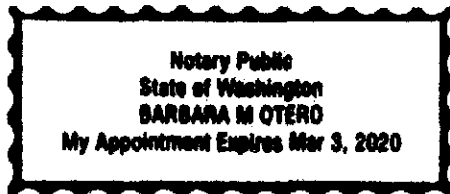
On this day personally appeared before me ARISTEO AYALA GONZALEZ, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein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

Given under my hand and seal of office this 12th day of October, 2016.

Barbara M. Otero
Notary Public residing at Bothell

Printed Name: Barbara M. Otero

My commission expires: 3/3/2020



UNRECORDED DOCUMENT

YK

10/29/16

In Witness Whereof, the Lender have executed Yawoa Edzodzi Konou
Vice President Loan Documentation

WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3

By _____

Title _____

Date _____

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MA

COUNTY OF Dakota

The instrument was acknowledged before me this 10.29.2016 by ~~EM Vice President Loan Documentation~~ Yawoa Edzodzi Konou the ~~Vice President Loan Documentation~~ of WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3, a company, on behalf of said company.

[Signature]
Notary Public

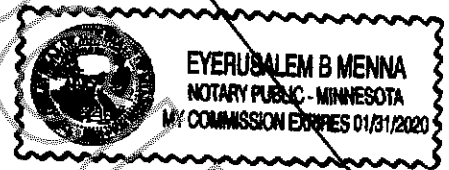
Eyerusalem B Menna

Printed Name: _____

My commission expires: 01/31/2020

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

YK



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3

By [Signature]
Title Yawoa Edzodzi Konou
11/1/16
Date Vice President Loan Documentation

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Dakota

The instrument was acknowledged before me this 11-01-16 by Yawoa Edzodzi Konou the Vice President Loan Documentation of WELLS FARGO BANK, NA AS ATTORNEY-IN-FACT FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3, a company, on behalf of said company.

[Signature]
Notary Public

Printed Name: Tryphena V C Mitchell
My commission expires: 01/31/2019

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

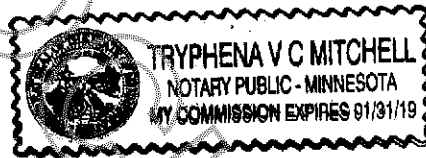


EXHIBIT A

BORROWER(S): ARISTEO AYALA GONZALEZ, SINGLE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON:**

**LOT A OF CITY OF BURLINGTON SHORT PLAT NO. SS1-04, AS RECORDED MAY 13, 2004,
UNDER AUDITOR'S FILE NO. 200405130105, RECORDS OF SKAGIT COUNTY, WASHINGTON,
AND BEING A PORTION OF TRACT 37, PLAT OF BURLINGTON ACREAGE PROPERTY,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49,
RECORDS OF SKAGIT COUNTY, WASHINGTON.**

TAX/PARCEL NO. P62520

ALSO KNOWN AS: 214 SOUTH GARDNER RD, BURLINGTON, WASHINGTON 98233



Date: SEPTEMBER 22, 2016

Loan Number: (scan barcode)

Lender: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR RESIDENTIAL ASSET SECURITIES CORPORATION, HOME EQUITY MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-EMX3

Borrower: ARISTEO AYALA GONZALEZ

Property Address: 214 SOUTH GARDNER RD, BURLINGTON, WASHINGTON 98233

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.

Aristeo Ayala Gonzalez 10-12-16
Borrower: _____ Date
ARISTEO AYALA GONZALEZ

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date

Borrower: _____ Date