



201308080027

Skagit County Auditor

\$76.00

8/8/2013 Page

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5 10:22AM

Freddie Mac Loan #631303170
Servicer Loan #120325845

This document was prepared by: Anchor Bank

After recording please return to:
Anchor Bank
Attn: Special Assets
211 E Market ST, PO Box 348
Aberdeen, WA 98520

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective August 1, 2013, between Eric B Waits and Michelle M Waits ("Borrower") and Anchor Bank ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated October 15, 2009, in the original principal sum of U.S. \$300,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on October 20, 2009 as Document No. 200910200035 Records of Skagit County. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 24032 Trinity Lane, Sedro Woolley, WA 98284. That real property is described as follows:

Lot 2 of Skagit County Short Plat No. PL04-0308, recorded December 3, 2004, under Auditor's File No. 200412030118, records of Skagit County, Washington, and being a portion of Government Lot 7, Section 6, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

Parcel # P38519, 350506-0-021-0300

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The

Page 1 of 3 – Loan Modification Agreement

Freddie Mac Loan #631303170

Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, _____ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$2,544.94, have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 21, 2013, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 286,631.46.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000 %, beginning July 1, 2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,003.07, beginning on the 1st day of August, 2013, and continuing thereafter on the same day of each succeeding month. If on July 01, 2053 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Anchor Bank, PO Box 348, Aberdeen, WA 98520 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.



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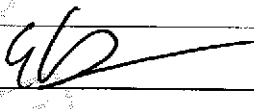
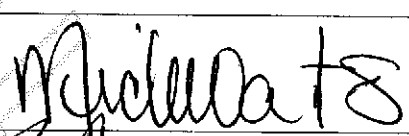
☐ 1-4 Family Rider — Assignment of Rents

☒ Modification Due on Transfer Rider

☐ Bankruptcy Rider

☐ Other rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

	(Seal)	
Date	Eric B Waits	- Borrower
<u>6-28-13</u>	 (Seal)	
Date <u>6/28/13</u>	Michelle M Waits	- Borrower
		
Date <u>7/1/13</u>	Anchor Bank	- Lender
	By:  <u>Jonathan Goren, Collection Manager</u>	

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

MULTISTATE DELINQUENT LOAN MODIFICATION — Single-Family — Freddie Mac



201308080027

Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of August, 2013, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Eric B Waits and Michelle M Waits (the "Borrower") and Anchor Bank (the "Lender") covering the Property described in the Loan Modification Agreement located at:

24032 Trinity Lane, Sedro Woolley, WA 98284. That real property is described as follows:

Lot 2 of Skagit County Short Plat No. PL04-0308, recorded December 3, 2004, under Auditor's File No. 200412030118, records of Skagit County, Washington, and being a portion of Government Lot 7, Section 6, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

Parcel # P38519, 350506-0-021-0300

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

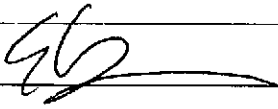
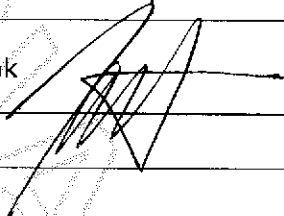
A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement. 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.



201308080027

	(Seal)	
Date	Eric B Waits	-Borrower
6-28-13	 (Seal)	
Date 6/28/13	Michelle M Waits	-Borrower
7/1/13	Anchor Bank By: 	

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 Freddie Mac Loan #631303170

