



201708180066

Skagit County Auditor

\$81.00

8/18/2017 Page

1 of

8 2:48PM

When recorded mail to:

WELLS FARGO BANK, N.A.

ATTN: LIEN PROCESSING

P.O. BOX 31557

BILLINGS, MT 59107-9900

County: SKAGIT

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Modification of Deed of Trust

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)

Reference Numbers(s) of related documents: INSTRUMENT NO. 200703220003

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): PETER S STEPHENS, JEAN D STEPHENS

Additional Grantors on page ____ of document

Lender/Grantee(s): WELLS FARGO BANK, NA

Additional names on page ____ of document

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

LOT 1 SPN 43-80 BK 4 PG 100 AFN 8005270030

Complete legal description on page ____

Assessor's Property Tax Parcel/Account Number
P34579

☐ 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.

HEQ-MT



This Document Prepared By:
KRISTINE M YOUNG
WELLS FARGO BANK, N.A.
MAC # F2302-03J
1 HOME CAMPUS
DES MOINES, IA 50328

When Recorded Mail To:
WELLS FARGO BANK, N.A.
ATTN: LIEN PROCESSING
P.O. BOX 31557
BILLINGS, MT 59107-9900

Tax/Parcel #: P34579

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Original Principal Amount: \$100,000.00
Unpaid Principal Amount: \$87,563.42
New Principal Amount \$87,563.42
Total Cap Amount: \$0.00

Investor Loan No.:
Loan No: ****0001

MODIFICATION AGREEMENT (DEED OF TRUST)

This Modification Agreement ("Agreement"), made this 18TH day of JULY, 2017, between **PETER S STEPHENS AND JEAN D STEPHENS, MARRIED ("Borrower")**, whose address is **14151 HILLWOOD DR, BOW, WASHINGTON 98232**, and **WELLS FARGO BANK, N.A. ("Lender")**, whose address is **1 HOME CAMPUS, DES MOINES, IA 50328**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **FEBRUARY 26, 2007** and recorded on **MARCH 22, 2007** in **INSTRUMENT NO. 200703220003**, of the **OFFICIAL** Records of **SKAGIT COUNTY, WASHINGTON**, and (2) the Note 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

14151 HILLWOOD DR, BOW, WASHINGTON 98232
(Property Address)

WHE Custom Retention 11112016_319



the real property described being set forth as follows:

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

1. RECITALS

- a. In this Modification Agreement ("Agreement"), "I" and "me", and "my" refer to each borrower who signs this Agreement, "You", "Your", and "Bank" refers to Wells Fargo Bank, N.A.
- b. This Agreement modifies my line of credit dated **FEBRUARY 26, 2007** in the original principal amount of **\$100,000.00**, 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 fifteen (15) days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.
- d. All terms not defined in this Agreement shall have the same meanings as stated in the Note.

2. CURRENT TERMS

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

Account Ending in ****0001

- Outstanding Principal Balance **\$87,563.42**
- Monthly payment **\$284.87** variable
 - Payment consists of **INTEREST ONLY**
- Interest rate: variable currently **4.2400%** per year with a ceiling of 18.000% *prior to maturity
- Monthly Due Date The 20TH day of each month
- Maturity Date: **MARCH 20, 2017**

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 that such documents are modified by the 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, so long as the terms and conditions of this Agreement are met.

c. I agree that each of the balances of my Note set forth above (if more than one is shown) shall be consolidated into one modified account and the new modified terms of my Note as set forth below in this Agreement shall apply to the entire consolidated balance.

d. The new terms of Borrower/Borrowers Note pursuant to this Agreement are as follows:

- New Principal Balance: **\$87,563.42**
- Maturity Date (the "New Maturity Date"): **JULY 20, 2037**
- Interest rate, monthly payment and monthly due dates are outlined below

e. My first payment under the new terms above will be due on **AUGUST 20, 2017**.

f. The Bank has agreed to waive unpaid interest accrued to the Date of this Agreement, and any late 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.

g. I understand that my interest rate will follow the rate schedule outlined below, and shall step up on the dates and to the rates outlined in the schedule.

h. My modified interest rate and payment schedule is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-240	3.9000%	07/18/2017	\$526.26	08/20/2017	240

i. I understand that the Monthly Payment consists only of principal and interest. The final payment will be the amount needed to repay the outstanding balance under the new terms shown above in full, including any Deferred Principal Amount portion of the outstanding balance. 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.

j. 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.

4. INTEREST RATE DISCOUNTS REPLACED

The reduced interest rate 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.

6. BORROWER CERTIFICATION

I attest, under penalty for perjury, all documents and information that 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 fifteen (15) days of the Bank's request.

7. TERMINATION OF FUTURE ADVANCES

If my account is a line of credit, Bank and I have previously agreed that I no longer have any draw privileges on the Account. This was a permanent change and not contingent on this modification.

8. HOME ASSET MANAGEMENT ACCOUNT ("HAMA Accounts")

I agree that if the Account evidenced by my Note is a HAMA account, I consent to the permanent termination of the following features of my Account

- Increases and/or reviews of the credit line based upon increases in the property value.
- Increases and/or reviews of the credit line based upon the amount of principal paid on my first mortgage.

9. OPTIONAL PAYMENT PROTECTION CANCELLATION

If I purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, I have requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.

10. TITLE INSURANCE

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

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.
- If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- Borrower must deliver to Wells Fargo Home Equity a properly signed modification Agreement by AUGUST 2, 2017. 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, Wells Fargo Home Equity 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. Wells Fargo Home Equity may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

I received and read a completed copy of this Agreement before I signed it. I agree to all its terms. ALL BORROWERS MUST SIGN THIS AGREEMENT AND RETURN ALL PAGES OF THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE

Peter S. Stephens
Borrower: PETER S STEPHENS

7-24-17
Date

Jean D. Stephens
Borrower: JEAN D STEPHENS

7/24/17
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Skagit

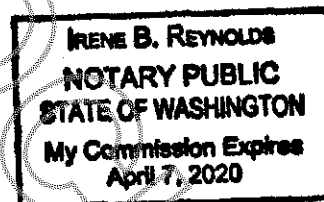
On this day personally appeared before me PETER S STEPHENS, JEAN D STEPHENS, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that ~~he/she/they~~ signed the same as ~~his/her/their~~ free and voluntary act and deed, for the uses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

Given under my hand and seal of office this 24th day of July, 2017.

Irene B. Reynolds
Notary Public residing at Bellingham

Printed Name: Irene B. Reynolds

My commission expires: 04/07/2020



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA

Amisi Ali

By: (print name) Vice President Loan Documentation
(title)

(sign)

Date

08/01/17

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MINNESOTA

COUNTY OF Dakota

This instrument was acknowledged before me 8-1-17 (date) by
Amisi Ali (name(s) of person(s) as Vice President Loan Documentation (type
of authority, e.g., officer, trustee, etc.) of WELLS FARGO BANK, NA (name of party on behalf of whom
the instrument was executed).



Notary Public

Muna Mohamud Fareh

Printed Name: _____

My Commission Expires:

01/31/2019

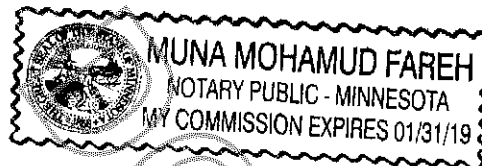


EXHIBIT A

BORROWER(S): PETER S STEPHENS AND JEAN D STEPHENS, MARRIED

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BOW, and described as follows:

LOT 1, OF SKAGIT COUNTY SHORT PLAT NO. 43-80, APPROVED MAY 23, 1980 AND RECORDED MAY 27, 1980, IN BOOK 4 OF SHORT PLATS, PAGE 100, UNDER AUDITOR'S FILE NO. 8005270030, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M.

Tax/Parcel No. P34579

ALSO KNOWN AS: 14151 HILLWOOD DR, BOW, WASHINGTON 98232

