

AFN # 2014001096 Recorded 07/07/2014 at 10:21AM DocType: MODAG Filed by: FIRST AMERICAN TITLE INSURANCE CO.- API Page: 1 of 7 Auditor Timothy O. Todd Skamania County, WA

FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:

ROBIN GREEN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416 1473

When recorded ~~number~~ #:8489680

First American Title 
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: JOHNSON - PR DOCS

Tax/Parcel No. 02072034410000

[Space Above This Line for Recording Data]

Original Principal Amount: \$186,524.00

FHA/VA Loan No.: 

Unpaid Principal Amount: \$176,741.05

FHA Case No.: 703-561-9254993

New Principal Amount \$168,635.00

Loan No: (scan barcode)

New Money (Cap): \$0.00

48789524

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 10TH day of MARCH, 2014, between BRIAN M. JOHNSON, A SINGLE MAN ("Borrower"), whose address is 913 HALO CHAKO STREET, NORTH BONNEVILLE, WASHINGTON 98639 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 JULY 13, 2009 and recorded on JULY 23, 2009 in INSTRUMENT NO. 2009173454, SKAMANIA COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$186,524.00, 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 913 HALO CHAKO STREET, NORTH BONNEVILLE, WASHINGTON 98639

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

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

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. **\$168,635.00**, 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 \$8,106.05. 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 **4.7500%**, from **APRIL 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$879.68**, 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 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.

AFN #2014001096 Page: 3 of 7

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

AFN #2014001096 Page: 4 of 7

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Etse Nomedji Etse Nomedji
By Vice President Loan Documentation (print name)
(title)

4/18/14 Date

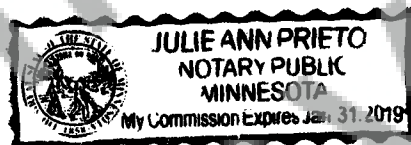
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MNCOUNTY OF Dakota

The instrument was acknowledged before me this 4/18/2014 by
Etse Nomedji 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 PrietoMy commission expires: 1/31/2019

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

AFN #2014001096 Page: 5 of 7

In Witness Whereof, I have executed this Agreement.

Brian M Johnson
Borrower: **BRIAN M. JOHNSON**3-20-14
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENTState of WASHINGTONCounty of SKAMANIA

On this day personally appeared before me **BRIAN M. JOHNSON**, 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/hor/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 20TH day of MARCH, 2014.Cheryl L. Sovey
Notary Public residing at WASHOUGA, WA 98671Printed Name: CHERYL L. SOVEYMy commission expires: SEPT. 1, 2016
STATE OF WASHINGTON

AFN #2014001096 Page: 6 of 7

EXHIBIT A

BORROWER(S): BRIAN M. JOHNSON, A SINGLE MAN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAMANIA, CITY OF NORTH BONNEVILLE, AND DESCRIBED AS FOLLOWS: LOT 13 OF BLOCK 9 OF THE PLAT OF RELOCATED NORTH BONNEVILLE, RECORDED IN BOOK 'B' OF PLATS, PAGE 16, SKAMANIA COUNTY FILE NO. 83466. ALSO RECORDED IN BOOK 'B' OF PLATS, PAGE 32, SKAMANIA COUNTY FILE NO. 84429, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. "SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY"

TAX/PARCEL NO. 02072034410000

ALSO KNOWN AS: 913 HALO CHAKO STREET, NORTH BONNEVILLE, WASHINGTON 98639

 **JOHNSON**
48789524 **WA**

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



AFN #2014001096 Page: 7 of 7

Date: MARCH 10, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: BRIAN M. JOHNSON

Property Address: 913 HALO CHAKO STREET, NORTH BONNEVILLE, WASHINGTON 98639

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.

Brian M Johnson 3-20-14
Borrower _____ Date _____
BRIAN M. JOHNSON

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____