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FAT Doc. No.: 8958086

County: SKAMANIA

Document Title(s)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of related documents:

2007167326

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

KRAFT, LOREN J

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

WELLS FARGO BANK, N.A.

Trustee(s)

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

PARCEL I, LOTS 2, 3, AND 12, BLOCK C, TOWNSITE OF PRINDLE

Complete legal on page 7

Assessor's Property Tax Parcel/Account Number

01051110070000

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

This Document Prepared By:

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

When Recorded Mail To:

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

Tax/Parcel No. 01051110070000

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Original Principal Amount: \$178,000.00

Fannie Mae Loan No.:

Unpaid Principal Amount: \$164,557.61

Loan No: (scan barcode)

New Principal Amount \$167,695.88

New Money (Cap): \$3,138.27

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for FIXED Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **6TH** day of **JUNE, 2014**, between **LOREN J KRAFT AND MARTHA L KRAFT, HUSBAND AND WIFE** ("Borrower") whose address is **51 PRINDLE ROAD, WASHOUGAL, WASHINGTON 98671** 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"), and Timely Payment Rewards Rider, if any, dated **AUGUST 13, 2007** and recorded on **AUGUST 20, 2007** in **INSTRUMENT NO. 2007167326**, of the **OFFICIAL** Records of **SKAMANIA 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

51 PRINDLE ROAD, WASHOUGAL, WASHINGTON 98671
(Property Address)

the real property described 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. As of **JUNE 1, 2014**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$167,695.88**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$28,545.88** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$139,150.00**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.6250%** from **JUNE 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$636.79** beginning on the 1ST day of **JULY, 2014**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The Maturity Date will be **JUNE 1, 2054**.

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-480	4.6250%	06/01/2014	\$636.79	\$236.10 Adjusts annually after year 1	\$872.89 Adjusts annually	07/01/2014	480

3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of

taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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 which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Yared Daisso Areba 06/23/14
(print name)
(title)

Yared Daisso Areba
Vice President Loan Documentation

Date

[Space Below This Line for Acknowledgments]

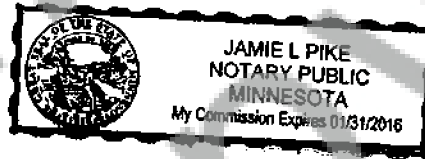
LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 6/23/2014 by
Yared Daisso Areba the
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation, on behalf of said company.

[Signature]
Notary Public



Printed Name: Jamie L Pike

My commission expires: 01/31/2016

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

In Witness Whereof, I have executed this Agreement.

Loren J. Kraft
Borrower: LOREN J KRAFT

6-11-14
Date

Martha Kraft
Borrower: MARTHA L KRAFT

6-11-2014
Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of Washington

County of Skamania

On this day personally appeared before me LOREN J KRAFT, MARTHA L KRAFT, 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 11th day of June, 2014.

Judy F Ross
Notary Public residing at CARLE county

Printed Name: Judy F Ross

My commission expires: 6/25/2014

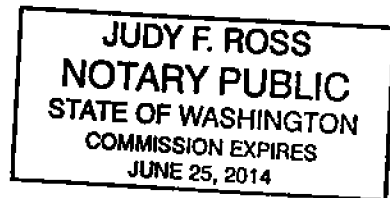


EXHIBIT A

BORROWER(S): LOREN J KRAFT AND MARTHA L KRAFT, HUSBAND AND WIFE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

PARCEL I LOTS 2,3 AND 12 BLOCK C TOWNSITE OF PRINDLE, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN BOOK A OF PLATS, PAGE 28, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. PARCEL II LOTS 1,13 AND 14 BLOCK C TOWNSITE OF PRINDLE, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED PLAT THEREOF RECORDED IN BOOK A OF PLATS, PAGE 28, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

TAX/PARCEL NO. 01051110070000

ALSO KNOWN AS: 51 PRINDLE ROAD, WASHOUGAL, WASHINGTON 98671



Addendum

This Addendum is attached to and made a part of the Loan Modification Agreement (the "Agreement") entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **LOREN J KRAFT AND MARTHA L KRAFT, HUSBAND AND WIFE** (the "Borrower") dated **JUNE 6, 2014**.

Notwithstanding anything to the contrary contained in the Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE)

Signed this 11 day of June, 2014

Lender

Borrower

By:

Name:

Yared Daisso Areba
Vice President Loan Documentation

LOREN J KRAFT

MARTHA L KRAFT

Date: JUNE 6, 2014

Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A.

Borrower: LOREN J KRAFT, MARTHA L KRAFT

Property Address: 51 PRINDLE ROAD, WASHOUGAL, WASHINGTON 98671

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 these 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.

Loren J. Kraft
Borrower

6-11-2014
Date

LOREN J KRAFT

Martha Kraft
Borrower

6-11-2014
Date

MARTHA L KRAFT

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date