

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) LOAN MODIFICATION AGREEMENT

Reference Number(s) of Related Documents: **2008171511**

Additional reference #'s on page of document

Grantor(s) BENTON BERNARD AND NICOLE M. BERNARD

Grantee (s) WELLS FARGO BANK, N.A.

Additional names on page of document.

Legal description: SEC 29, TWP 3N, R 8E, WILLAMETTE MERIDIAN

Complete Legal Description: SEE ATTACHED EXHIBIT 'A' ON PAGE 6.

Assessor's Property Tax Parcel/Account Number: 2015-03082921090000

Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

This Document Prepared By:
JASMINE JACKSON
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 #: 2015-03082921090000

[Space Above This Line for Recording Data]

Original Principal Amount: \$222,069.00

Unpaid Principal Amount: \$224,355.34

New Principal Amount \$205,956.95

Total Cap Amount: \$0.00

FHA/VA Loan No.: _____

FHA Case No.: 703 561-8828595

Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this **19TH** day of **MAY, 2016**, between **BENTON BERNARD AND NICOLE M. BERNARD, HUSBAND AND WIFE** ("Borrower"), whose address is **342 CARSON CREEK RD, CARSON, WASHINGTON 98610** 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 **NOVEMBER 14, 2008** and recorded on **NOVEMBER 19, 2008** in **INSTRUMENT NO. 2008171511, SKAMANIA COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$222,069.00**, 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 **342 CARSON CREEK RD, CARSON, WASHINGTON 98610**

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.

- A. As of, **JULY 1, 2016** the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$205,956.95** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- B. With the Modification you will have a total partial claim due of **\$32,074.47**, which includes **\$17,314.61** that has been reduced from the Unpaid Principal Balance to reach the New Principal Balance above. This agreement is conditional on the proper execution and recording of this HUD Partial Claim.

2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.0000%**, from **JULY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$93.27**, beginning on the **1ST** day of **AUGUST, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2046** (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.

3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure



In Witness Whereof, I have executed this Agreement.

BENTON BERNARD

Nicole M. Bernard

NICOLE M. BERNARD

7/1/2016

Date

7/1/2016

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WA

County of Skamania

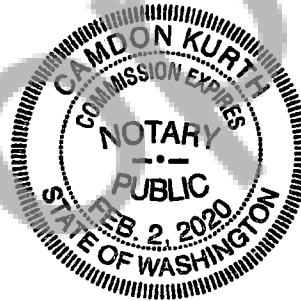
On this day personally appeared before me BENTON BERNARD, NICOLE M. BERNARD, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/~~they~~ signed the same as his/her/~~their~~ free and voluntary act and deed, for the uses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

Given under my hand and seal of office this 1 day of July, 20 16.

Camdon Kurth
Notary Public residing at Velcrover

Printed Name: Camdon Kurth

My commission expires: 02-02-20



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Yawoa Edzodzi Konou
Vice President Loan Documentation

By *[Signature]* (print name) 07/21/16 Date
(title)
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 07-21-16 by
Yawoa Edzodzi Konou 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: Tryphena V C Mitchell

My commission expires: 01/31/2019

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

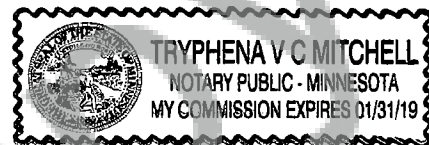


EXHIBIT A

BORROWER(S): BENTON BERNARD AND NICOLE M. BERNARD, HUSBAND AND WIFE

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

PARCEL I

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER OF THE NORTH LINE OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 29 TO A POINT 1050 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SAID SECTION 29; THENCE SOUTH 219 FEET; THENCE EAST 15 FEET; THENCE SOUTH 260 FEET MORE OR LESS TO THE NORTHERLY LINE OF THAT COUNTY ROAD NOW AS AND DESIGNATED CARSON CREEK ROAD (COUNTY ROAD NO. 20450); THENCE WEST FOLLOWING THE NORTHERLY LINE OF SAID COUNTY ROAD 100 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO CLIFFORD M. DILLINGHAM BY DEED DATED JUNE 15, 1934, AND RECORDS AT PAGE 431 OF BOOK Y OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH 418 FEET TO THE NORTHEAST CORNER OF DILLINGHAM TRACT; THENCE WEST 200 FEET; THENCE NORTH 40 FEET TO THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29 THENCE EAST ALONG SAID NORTH LINE 287 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED IN BOOK 72, PAGE 245.

PARCEL II

BEGINNING AT A POINT 50 FEET WEST AND 40 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON; THENCE EAST 250 FEET; THENCE SOUTH 418 FEET; THENCE WEST 180 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE COUNTY ROAD TO A POINT 250 FEET WEST AND DIRECTLY SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING. EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED IN BOOK 72, PAGE 173.

TAX/PARCEL NO. 2015-03082921090000

ALSO KNOWN AS: 342 CARSON CREEK RD, CARSON, WASHINGTON 98610

Unofficial
Copy



Date: **MAY 19, 2016**

Loan Number: (scan barcode)

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **BENTON BERNARD, NICOLE M. BERNARD**

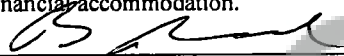
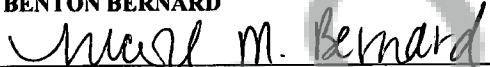
Property Address: **342 CARSON CREEK RD, CARSON, WASHINGTON 98610**

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.

	<u>7/1/2016</u>
BENTON BERNARD	Date
	<u>7/1/2016</u>
NICOLE M. BERNARD	Date

