



201509300003

Skagit County Auditor

\$79.00

9/30/2015 Page

1 of

8 8:42AM

When recorded mail to:
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

County: SKAGIT

[Space Above This Line for Recording Data]

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)LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Numbers(s) of related documents:

200508040121

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): **BRENDA L RINDAL**

Additional Grantors on page ____ of document

Lender/Grantee(s): **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND
AUTHORIZED AGENT OF BANK OF AMERICA, N.A.**

Additional names on page ____ of document

Trustee(s): **LS TITLE OF WASHINGTON**

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

E 30 FT OF LT 14 & 15, BLK 77, FIRST ADD TO THE TOWN OF SEDRO REC IN VOL 3 OF THE
PLATS PAGE 29, RECORDS OF SKAGIT COUNTY, WA Complete legal description on page 2Assessor's Property Tax Parcel/Account Number
P76140☐ 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.

When recorded mail to: #9565158

First American Title

Loss Mitigation Title Services 31982.1

P O. Box 27670

Santa Ana, CA 92799

RE: RINDAL - PROPERTY REPORT

This Document Prepared By:

BRANDY MANGALINDAN

CARRINGTON MORTGAGE SERVICES, LLC

CARRINGTON DOCUMENT SERVICES

ANAHEIM, CA 92806

1-866-874-5860

When Recorded Mail To:

CARRINGTON MORTGAGE SERVICES, LLC

CARRINGTON DOCUMENT SERVICES

1600 SOUTH DOUGLASS ROAD, SUITE 200A

ANAHEIM, CA 92806

Tax/Parcel #: P76140

[Space Above This Line for Recording Data]

Original Principal Amount: \$183,126.00

Unpaid Principal Amount: \$171,822.37

New Principal Amount \$246,808.92

New Money (Cap): \$74,986.55

FHA/VA/RHS Case

No.:FR5618176650703

Loan No: 7000045164

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **22ND** day of **AUGUST, 2015**, between **BRENDA L RINDAL A MARRIED WOMAN A HER SEPARATE ESTATE** ("Borrower"), whose address is **961 STERLING STREET, SEDRO WOOLLEY, WASHINGTON 98284** and **CARRINGTON MORTGAGE SERVICES, LLC** ("Lender"), whose address is **1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JULY 28, 2005** and recorded on **AUGUST 4, 2005** in **INSTRUMENT NO. 200508040121, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of **U.S. \$183,126.00**, 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 **961 STERLING STREET, SEDRO WOOLLEY, WASHINGTON 98284**

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

THE EAST 30 FEET OF LOT 14 AND LOT 15, EXCEPT THE EAST 22 FEET THEREOF, BLOCK 77, FIRST ADDITION TO THE TOWN OF SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TAX/PARCEL NO. P76140

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, **SEPTEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$246,808.92**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$74,986.55** 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.
2. 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 **4.0000%**, from **SEPTEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,178.31**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 281.27**, beginning on the **1ST** day of **OCTOBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2045** (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 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.

- UNOFFICIAL DOCUMENT
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
 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.

In Witness Whereof, I have executed this Agreement.

Brenda L. Rindal
Borrower: **BRENDA L RINDAL**

09/09/2015
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **WASHINGTON**

County of **Skagit**

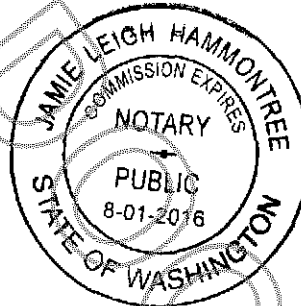
On this day personally appeared before me **BRENDA L RINDAL**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this **9** day of **September**, 20 **15**

Jamie Leigh Hammon
Notary Public residing at **Sedro Woolley**

Printed Name: **Jamie Leigh Hammon**

My commission expires: **08-01-2016**



In Witness Whereof, the Lender have executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF
BANK OF AMERICA, N.A.**

By *Adel Issa*
ADEL ISSA
Vice President

(print name)
(title)

9/14/15
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA

County of Orange

On 09-14-15 before me, Sandra Magana Notary Public,
(Date) (here insert name and title of officer)

appeared **ADEL ISSA**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the company upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]*
Signature of Notary Public



Date: AUGUST 22, 2015
Loan Number: 7000045164
Lender: CARRINGTON MORTGAGE SERVICES, LLC
Borrower: BRENDA L RINDAL
Property Address: 961 STERLING STREET, SEDRO WOOLLEY, WASHINGTON 98284

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.

Brenda L. Rindal
Borrower: BRENDA L RINDAL

09/09/2015
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Date: AUGUST 22, 2015

Loan Number: 7000045164

Lender: CARRINGTON MORTGAGE SERVICES, LLC

Borrower: BRENDA L RINDAL

Property Address: 961 STERLING STREET, SEDRO WOOLLEY, WASHINGTON 98284

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Brenda L. Rindal
Borrower: BRENDA L RINDAL

09/09/2015
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date