



201706090041

Skagit County Auditor

\$79.00

6/9/2017 Page

1 of

7 10:15AM

After Recording Return To:
CoreLogic SolEx
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

Space Above This Line For Recording Data

This Document Prepared By:

Name: Tiffani Agnew
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPELL, TX 75019

Document Title: LOAN MODIFICATION AGREEMENT

Reference numbers of related documents: 201002100017
on page 2 of document

Grantor(s):

- 1. DAVID N. GRUYE
- 2. CHRISTIE L. GRUYE
- 3.
- etc. additional names on page _____ of document

Grantee(s)/ Beneficiary(ies):

- 1. Nationstar Mortgage LLC
- 2.
- 3.
- etc. additional names on page _____ of document

Assessor's	Property	Tax	Parcel	Account	Number(s):
3812-002-002-0006,	3806-007-017-0006,	38060070180005			

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 2, BLOCK 2, QUEEN ANNE ADDITION TO THE CITY OF ANACORTES AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL B: LOTS 17 AND 18, BLOCK 7, MUNKS FIRST QUEEN ANNE ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON, SUBJECT TO ALL EASEMENTS, COVENANTS, AGREEMENTS AND RESTRICTIONS OF RECORD.



110050034



* 6 2 6 5 5 9 7 0 2 Y G N M A *
2322 01/14



* 3 3 4 0 7 3 + 1 0 *
WASHINGTON COVER PAGE

After Recording Return To:
CoreLogic So/Ex
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

This Document Prepared By:
Litani Agnew
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPELL, TX 75019

Parcel ID Number:
3812-002-002-0006,3806-007-017-0006,38060070180005
Prior instrument reference: Book/Liber N/A, Page N/A,
Instrument No: 201002100017, of the Official Records of
SKAGIT County, WA.

[Space Above This Line For Recording Data]

Original Recording Date: February 10, 2010
Original Loan Amount: \$273,911.00
New Money: \$7,298.30

Loan No: 626559702
Investor Loan No: 204133851
FHA Case No.: 561-9408479-703

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 16th day of May, 2017, between **DAVID N. GRUYE and CHRISTIE L. GRUYE** whose address is **1314 J AVE, ANACORTES, WA 98221** ("Borrower") and **Nationstar Mortgage LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **January 19, 2010** and recorded in **Book/Liber N/A, Page N/A**, Instrument No: **201002100017** and recorded on **February 10, 2010**, of the Official Records of **SKAGIT County, WA** 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

1314 J AVE, ANACORTES, WA 98221

(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).



* 6 2 6 5 5 9 7 0 2 Y G N M A *

HUD MODIFICATION AGREEMENT

8300h 11/12



* 3 3 4 0 7 3 + 1 0 *

(page 1 of 5)

1. As of **June 1, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$248,662.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **4.250%**, from **June 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,223.27**, beginning on the **1st** day of **July, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2047** (the "Maturity Date"), 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 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.

4. 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; 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.
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



* 6 2 6 5 5 9 7 0 2 Y G N M A *

HUD MODIFICATION AGREEMENT
8300h 11/12



* 3 3 4 0 7 3 + 1 0 *

(page 2 of 5)

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. This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WA, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$241,364.38. The principal balance secured by the existing security instrument as a result of this Agreement is \$248,662.68, which amount represents the excess of the unpaid principal balance of this original obligation.
9. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
10. Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.



* 6 2 6 5 5 9 7 0 2 Y G N M A *

HUD MODIFICATION AGREEMENT
8300h 11/12



* 3 3 4 0 7 3 1 0 *

(page 3 of 5)

David N. Gruye
DAVID N. GRUYE -Borrower

Date: 05/25/17

Christie L. Gruye
CHRISTIE L. GRUYE -Borrower

Date: 5/25/17

[Space Below This Line For Acknowledgments]

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that **DAVID N. GRUYE and CHRISTIE L. GRUYE**, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

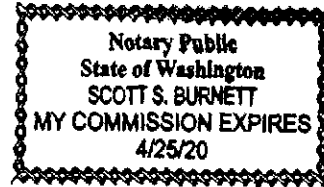
Dated: 5/25/17 (Month, Day and Year)

Scott S. Burnett
Signature of Notary

Scott S. Burnett
Printed Name of Notary

Notary Public
Title

My Commission expires: 4-25-20



* 6 2 6 5 5 9 7 0 2 Y G N M A *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 3 3 4 0 7 3 + 1 0 *
(Page 4 of 5)

Nationstar Mortgage LLC

By: Tiffani Agnew (Seal) - Lender

Name: Tiffani Agnew

Title: Assistant Secretary

5-31-17
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me PATRICK ESHIDI ODIMULA /Notary Public (name/title of officer) on this day
(Please Print Name)

personally appeared TIFFANI AGNEW, the Assistant Secretary of Nationstar Mortgage LLC, (known to me) (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of May, A.D., 2017.

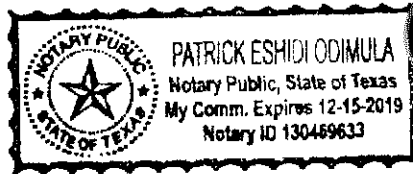
PS

Signature of Officer

PATRICK ESHIDI ODIMULA
(Printed Name of Officer)

Notary Public
Title of Officer

My Commission expires : 12-15-2019



* 6 2 6 5 5 9 7 0 2 Y G N M A *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 3 3 4 0 7 3 1 0 *
(page 5 of 5)

Exhibit "A"

Loan Number: **626559702**

Property Address: **1314 J AVE, ANACORTES, WA 98221**

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 2, BLOCK 2, QUEEN ANNE ADDITION TO THE CITY OF ANACORTES AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL B: LOTS 17 AND 18, BLOCK 7, MUNKS FIRST QUEEN ANNE ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON, SUBJECT TO ALL EASEMENTS, COVENANTS, AGREEMENTS AND RESTRICTIONS OF RECORD.



* 6 2 6 5 5 9 7 0 2 Y G N M A *



* 3 3 4 0 7 3 + 1 0 *