

Return Address:

Home Retention Services, Inc.

9700 Bissonnet St., Suite 1500

Houston, Texas 77036

Attn: Modification Recordation



201206130034

Skagit County Auditor

6/13/2012 Page

1 of

7 12:34PM

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)

1. Loan Modification Agreement
2. _____
3. _____
4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. DON SMALL
2. BARBARA SMALL

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Bank of America, N.A. as successor by merger to BAC
Home Loans Servicing, LP
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned☐ Assessor Tax # not yet

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**Recording Requested by/
After Recording Return To:**

Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

LOAN MODIFICATION AGREEMENT

Order ID: 5104225

Project ID: 162796

Loan Number: 184810983

Grantor: DON SMALL and BARBARA SMALL

Grantee: Bank of America N.A as successor by
Merger to BAC Home Loans Servicing, LP

P.O. Box 10266
Van Nuys, CA 91410-0266

Original Loan Amount: \$328,164.00

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 06/20/2008 as Instrument/Document Number: 200806200120, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of SKAGIT County, State of WA.



201206130034
Skagit County Auditor

6/13/2012 Page 2 of 7 12:34PM

Recording Requested by
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
WHEN RECORDED MAIL TO:


BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024
DocID#: 0651848109837105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on March 22, 2011 between DON SMALL and BARBARA SMALL (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the June 30, 2008 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 1319 SOUTH 13TH STREET, MOUNT VERNON, WA 98273.

The real property described being set forth as follows:

001000490 SMALL D

610 184810983 MOD 001 001


201206130034
Skagit County Auditor

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of three hundred fifty thousand eight hundred ninety eight and 57/100, (U.S. Dollars) (\$350,898.57). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2041.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.



201206130034
Skagit County Auditor

6/13/2012 Page 4 of 7 12:34PM

SIGNED AND ACCEPTED THIS 29th DAY OF March, 2011
BY

Don Small
DON SMALL

Barbara Small
BARBARA SMALL

Notary Public
State of Washington
TERIL GIBSON
My Appointment Expires Jan 15, 2014

(ALL SIGNATURES MUST BE ACKNOWLEDGED)
State of Washington County of Skagit On this 29 day of March
2011 before me the undersigned, a Notary Public in and for said State, personally appeared

Don and Barbara Small

known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Signature Teri L Gibson
Teri L Gibson
Name (typed or printed)

My commission expires: 01-13-2014

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Co-Owner(s) Signature _____

Dated: _____

Co-Owner(s) Name (typed or printed) _____

STATE OF _____

COUNTY OF _____

On _____ before me, _____

Notary Public, personally appeared _____

personally known to me (or 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 signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____



201206130034

Skagit County Auditor

6/13/2012 Page 5 of 7 12:34PM

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as by successor by merger to BAC Home Loan Servicing, L.P.

By: Stewart Lender Services, Inc., its attorney in fact

By: Shanecia Wallace

Shanecia Wallace, A.V.P., Stewart Lender Services, Inc.

6-5-12

Date

STATE OF TEXAS

COUNTY OF HARRIS

On June 5, 2012 before me, Jennifer Phillips Notary Public-Stewart Lender Services, Inc., personally appeared Shanecia Wallace, A.V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Jennifer Phillips
Jennifer Phillips



My commission expires: June 24, 2015

201206130034
Skagit County Auditor
6/13/2012 Page 6 of 7 12:34PM

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9700 Bissonnet Street, Suite 1500
Houston, TX 77036

Order ID: 5104225
Loan Number: 184810983

Project ID: 162796

EXHIBIT B

Borrower Name: DON SMALL and BARBARA SMALL
Property Address: 1319 SOUTH 13TH STREET, MOUNT VERNON, WA 98273

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Additional County Requirements:

Original Loan Amount: \$328,164.00



Skagit County Auditor