### Return Address:

Home Retention Services, Inc. 9700 Bissonnet St., Suite 1500 Houston, Texas 77036

Attn: Modification Recordation



6/28/2012 Page

1 of

6 1:42PM

| Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled   Loan Modification Agreement   2.     3.   4.     Reference Number(s) of Documents assigned or released:   Additional reference #'s on page of document   2.   1.   1.   1.   1.   1.   1.   1.   |  |   | TATE RECORDER'S Cover Sheet (RCW 6   |             |
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Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

## LOAN MODIFICATION AGREEMENT

Order ID: 5091920

150517054

Loan Number: 152547251
Grantor: ROSENDO HERRERA and ROSALINO HERRERA

Grantee: Bank of America N.A as successor by

Merger to BAC Home Loans Servicing, LP

Project ID: 105620

RRERA

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

Original Loan Amount: \$198,241.57

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 11/21/2006 as Instrument/Document Number: 200611210133, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of SKAGIT County, State of WA

201206280064 Skagit County Auditor

6/28/2012 Page

2 of

6 1:42PM



Recording Requested by BAC Home Loans Servicing, LP WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP Post Office Box 10266 Van Nuys, CA 91410-0266 Attention: Document Control

DocID#: 0651525472517105A

Space Above for Recorder's Use

#### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on October 13, 2010 between Rosalino M Herrera, Rosendo Herrera (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated November 17, 2006 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 7654 Cedar Park, Concrete, WA 98237.

The real property described being set forth as follows:

#### 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 Two Hundred Twenty Four Thousand, Nine Hundred Fifty Three Dollars And Sixty Two Cents, (U.S. Dollars) (\$224,953.62); 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 November 1, 2040.

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 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Page 1 of 2

MOD 001

WDGGovLnModAgree

000011111 **HERRERA** 

152547251

6/28/2012 Page

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**Skagit County Auditor** 

3 of 6 1:42PM

| SIGNED AND ACCEPTED THIS 21  | DAY OF OCTOBER 2010  |
|--|--|
| Boar I   |  |
| Kosalino Herrera   | Rosendo Herrera  |
| Rosalino M Herrera   | Rosendo Herrera  |
|  |  |
|  | •  |
| (ALL SIGNATI   | JRES MUST BE ACKNOWLEDGED)   |
| State of WASHINGTON, County of SL  | Agit On this day of Oct  |
| before me the undersigned, a Notary  | Public in and for said State, personally appeared  |
| Kosalino M Herrera and   | haundo Herreya   |
| known to me, or proved to me on the basis of   | of satisfactory evidence to be the person(s) whose name(s)   |
| is/are subscribed to the foregoing instrument same.                                      | and acknowledged that executed the   |
| Witness my hame and official spal.   | _ Signature Water  |
| PUBLIC &   | DONNA L WEAVER   |
| 0, 6-1-2012<br>FR. 6-1-2012  | Name (typed or printed)  |
| My Commission expires Win  | 1 200  |
| Ţ  |  |
| As evidenced by their signatures below the C   | o-Owner(s) consent to this Modification of the Mortgage.   |
| CO-OWNER(S)  |  |
|  | Dated:   |
| Co-Owner(s) Signature  | Dated.   |
| Co-Owner(s) Name (typed or printed)  |  |
| Co-Owner(s) Name (typed of printed)  |  |
| STATE OF   |  |
| COUNTY OF  |  |
| Onbefore me,   |  |
|  |  |
| Notary Public, personally appeared   |  |
| whose name(s) is/are subscribed to the wit executed the same in his/her/their authorized | on the basis of satisfactory evidence) to be the person(s) hin instrument and acknowledged to me that he/she/they is capacity(ies), and that by his/her/their signatures(s) on the if of which the person(s) acted, executed the instrument. |
| WITNESS my hand and official seal.   |  |
| Signature  |  |
|  |  |

Page 2 of 2

#### 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 Loans Servicing, L.P.

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

Karen Clark, A.V.P. Stewart Lender Services, Inc.

Date

10/18/12

STATE OF TEXAS

**COUNTY OF HARRIS** 

On June 18, 2012 before me, <u>Aondrea M. Smith Notary Public-Stewart Lender Services, Inc.</u>, personally appeared <u>Karen Clark, A.V.P.</u>, <u>Stewart Lender Services, Inc.</u> personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that <u>she</u> executed the same in <u>her</u> authorized capacity, and that by <u>her</u> 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

Aondrea M. Smith

AONDREA M. SMITH Notary Public, State of Texas My Commission Expires March 28, 2016

My commission expires: March 28, 2016

201206280064 Skagit County Auditor

6/28/2012 Page

**5** of

1:42PM

## Recording Requested by/After Recording Return To:

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

Order ID: 5091920

Loan Number: 152547251

Project ID: 105620

# **EXHIBIT B**

Borrower Name: ROSENDO HERRERA and ROSALINO HERRERA Property Address: 7654 CEDAR PARK, CONCRETE, WA 98237

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 11/21/2006 as Instrument/Document Number: 200611210133, and/or Book/Liber Number: N/A at Page Number: N/A in the real records of SKAGIT County, State of WA.

### **Additional County Requirements:**

Original Loan Amount: \$198,241.57



201206280064 Skagit County Auditor 6/28/2012 Page 6 of 6 1:42PM