WHEN RECORDED MAIL TO:
HOME RETENTION RECORDING DEPT.
Attn: Ramona Tongdee
Bank of America, NA
1001 Liberty Ave, SUITE 675
Pittsburgh, PA 15222
866.325.7046 / 412.325.7046

201307110071

Skagit County Auditor $77.00
7/11/2013 Page 1 of 6 11:27AM

Recording Requested by
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
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Christina Freeman
1001 Liberty Ave Suite 675
Pittsburgh PA 15222

APN: 3504-011-002-0414

Space Above for Recorder's Use

454092 6500

LOAN MODIFICATION AGREEMENT

Borrower ("I"): ADAM R WAHL and SARAH A WAHL
PREV REC INFO 05-25-07 AFN # 200705250243
Lender or Servicer ("Lender"): BAC Home Loans Servicing, LP

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): 24th day of May, 2007 THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH RANGE 4 EAST
FHA Loan Number: 5618356171703

Property Address *[and Legal Description if recordation is necessary]* ("Property"): 6310 GOODHEW RD, SEDRO WOOLLEY, WA 98284

Important Disclosures: The Federal Housing Administration (FHA) requires that Lender provide you with information designed to help you understand the modified mortgage and partial claim terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 continue to be true in all material respects and if I have have satisfied all

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of the preconditions set forth in Section 2, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Mortgage and/or Note, as applicable.

1. **My Representations**. I certify, represent to Lender and agree:

   A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments due under the Loan Documents now or in the near future;
   B. I live in the Property as my principal residence, and the Property has not been condemned;
   C. There has been no change in the ownership of the Property since I signed the Loan Documents;
   D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA-Home Affordable Modification Program ("Program"));
   E. Under penalty of perjury, that all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and
   F. I have made all payments required under a trial period plan, as required under the Program.

2. **Acknowledgements and Preconditions to Modification.** I understand, acknowledge, and agree that:

   A. If prior to the Modification Effective Date (as defined in Section 3), the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will not be valid. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and

   B. The Loan Documents will not be modified unless and until the Modification Effective Date (as defined in Section 3) has occurred.

   C. The Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification**. If my representations in Section 1 continue to be true and correct and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on August 1, 2010 (the "Modification Effective Date") and all due and unpaid late charges will be waived.

   A. The new Maturity Date will be: August 1, 2040.

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B. The new principal balance of my Note will be $230,619.34 (the "New Principal Balance").

C. Interest Rate: I promise to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the year rate of 5.000%, beginning August 1, 2010, both before and after any default described in the Note. The yearly rate of 5.000% will remain in effect until principal and interest are paid in full. Notwithstanding any provisions to the contrary in the Loan Documents, the interest rate will remain fixed until all of the obligations due under the Loan Documents are paid in full.

D. Monthly Payments: Borrower promise to make monthly payments of $1,640.81 (each a "Monthly Payment"), which includes principal and interest in the amount of $1,238.01, plus any amounts required for escrow, which are currently $402.80 and may vary under the terms of the Mortgage, beginning on September 1, 2010, and continuing on the first day of each month thereafter until all of the obligations due under the Note and Mortgage paid in full.

E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

F. I also understand there may be some risks to entering into this Agreement and that these risks include things such as:

- I need to remember that there are additional amounts due as stated in the Partial Claim so that I am not surprised:
  - -- When I come to the end of the loan term and I still owe more (a balloon payment); or,
  - -- At any time when I try to payoff, sell or refinance my home and it is, or may be, more difficult to do these things because I owe the amount in the Partial Claim.
- -- I need to remember that the partial claim is a junior (second) lien on my property and that this may make it more difficult in the future for me to get additional subordinate lien financing because some lenders may not want to be in a third lien position.
- -- I need to remember that if my loan has an adjustable interest rate feature, meaning the interest rate can go up and down based on changes in an Index, my modified loan will have a fixed interest rate which will not go up and down. This means that my new fixed interest rate at some point might be higher than it would be if my loan did not convert from an adjustable interest rate to a fixed interest rate loan.

4. Additional Agreements. I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or workout plan that I entered into with Lender prior to the date of this Agreement.

C. That I will comply, except to the extent that modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents, including without limitation my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amount of which may change periodically in accordance with the terms of my Loan Documents.

D. That the Loan Documents are composed of duly valid, binding agreements, enforceable in

accordance with their terms and are hereby ratified and confirmed.

E. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; that nothing in this Agreement shall be understood or construed to be a satisfaction or release of the obligations contained in the Loan Documents; and, except as expressly modified by this Agreement, I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents and this Agreement.

F. That I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. I further acknowledge and agree that the terms of this Agreement will not become effective and the Agreement will be null and void if the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s) on or prior to the Modification Effective Date.

G. That I will execute such other documents as may be reasonably necessary to: (i) consummate the terms and conditions of this Agreement; and/or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement (a "Corrected Agreement"). I understand that if a Corrected Agreement is provided to me, this Agreement will be void and of no legal effect. If I elect not to sign a Corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Program.

H. That Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity (collectively refered to as "Personal Information"). In addition, I understand and consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to: (a) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (b) companies that perform support services for the Program; and (c) any HUD certified housing counselor.

I. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary ("Replacement Documents"). I agree to deliver the Replacement Documents within ten (10) days after I receive the Lender's written request for such replacement.

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SIGNED AND ACCEPTED THIS 25 DAY OF August 2010
BY

Adam R Wahl
ADAM R WAHL

Sarah A. Wahl
SARAH A WAHL

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Wa., County of Skagit On this 25 day of Aug. before me the undersigned, a Notary Public in and for said State, personally appeared Adam R. Wahl, Sarah A Wahl 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 Faye Engberg

FAYE ENGBERG
Name (typed or printed)

My commission expires: 10-25-12

FAYE ENGBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-25-12

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

CO-OWNER(S)

_____ Dated: _____
Co-Owner(s) Signature

_____
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_____

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL "A":

That portion of the North ½ of the Northeast ¼ of the Southwest ¼ of the Northeast ¼ of Section 1, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at an existing iron pipe at the Northeast corner of said subdivision;
thence South 87°20'08" West, along the North line of said subdivision, 40.12 feet to an intersection with the West line of the East 40 feet of said subdivision, as measured at right angles from the East line of said subdivision;
thence South 1°49'40" West, along said West line, 100.31 feet to an intersection with the South line of the North 100 feet of said subdivision, as measured at right angles from said North line of said subdivision;
thence continue South 1°49'40" West along said West line, 100.31 feet to the true point of beginning;
thence South 87°20'08" West parallel with said North line of said subdivision, 310.68 feet;
thence South 1°49'40" West, parallel with said East line of said subdivision, 136.03 feet to the South line of said subdivision;
thence North 87°19'57" East along said South line of said subdivision, 310.68 feet to an intersection with said West line of the East 40 feet of said subdivision;
thence North 1°49'40" East along said West line 136.02 feet to the true point of beginning.

Also known as Tract B of Short Plat No. 53-72.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An easement for ingress, egress and utilities over and across the following described 60 foot strip, EXCEPT that portion lying within the boundaries of the above described Parcel "A":

Beginning at an existing iron pipe at the Northeast corner of the Southwest ¼ of the Northeast ¼ of Section 1, Township 35 North, Range 4 East, W.M.;
thence South 87°20'08" West, along the North line of said subdivision, 40.12 feet to an intersection with the West line of the East 40 feet of said subdivision, as measured at right angles from the East line of said subdivision;
thence South 01°49'40" West, along said West line 100.31 feet to an intersection with the South line of the North 100 feet of said subdivision, as measured at right angles from said North line of said subdivision;
thence continue South 01°49'40" West, along said West line, 90.28 feet to the true point of beginning;
thence continue South 01°49'40" West, along said West line, 60.18 feet;
thence South 87°20'08" West, parallel with said North line of said subdivision, 310.68 feet;
thence North 01°49'40" East, parallel with said East line of said subdivision, 60.18 feet;
thence North 87°20'08" East, parallel with said North line of said subdivision, 310.68 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

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