



Skagit County Auditor
9/18/2013 Page

1 of 14 11:47AM
\$135.00

When Recorded Mail To:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

FAT Doc. No.: 8278442

County: Skagit

Document Title(s)

Loan Modification Agreement

Reference Number(s) of related documents:

200708170098

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

Schwab, Michael
Schwab, Lisa A

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

Seterus, Inc

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lot 1, SP # PL04-0642, N 1/2, NE 1/4, SE 1/4, Sec 32, Tnsp 35 N, R 3 E, WM

Complete legal on page 8

Assessor's Property Tax Parcel/Account Number

P35298

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

*I AM REQUESTING AND EMERGENCY NONSTANDARD RECORDING FOR AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010. I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT OF THE ORIGINAL DOCUMENT.


SIGNATURE OF REQUESTING PARTY

When recorded mail to: #8278442
First American Title 
Loss Mitigation Title Services 30585 1
P.O. Box 27670
Santa Ana, CA 92799
RE: SCHWAB - PROPERTY REPORT

This document was prepared by Seterus, Inc.

_____ [Space Above This Line For Recording Data] _____
L790E Loan Number: 22914025
Investor Loan #: 1704975759

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of June, 2013, between MICHAEL SCHWAB and LISA ANNE SCHWAB ("Borrower") and Seterus, Inc. ("Servicer") Loan Servicer for the Lender, and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("the Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 15, 2007 and recorded in Book or Liber N/A, at page(s) N/A Instrument Number 200708170098, of the SKAGIT Records of Skagit 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

13816 MARIHUGH RD, MOUNT VERNON, WA 98273

the real property described being set forth as follows:

Property Legal Description - See Attached Exhibit A

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 June 17, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$405,911.79 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

SCHWAB 22914025
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Contract Code DEE
Form 3170 1/01 (rev. 01/09) (page 1 of 4)



2. \$52,286.78 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$353,625.01. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from June 01, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$1,477.93, beginning on the 1st day of July, 2013, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be June 01, 2053.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.000	06/01/2013	1,477.93	07/01/2013	480

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.

6. 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

SCHWAB 22914025

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Form 3179 1/01 (rev. 01/09) (page 2 of 4)



Skagit County Auditor

\$135.00

9/18/2013 Page

3 of

14 11:47AM

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All administration and processing costs incurred by Lender in connection with this Agreement, such as required notary fees, recordation fees, title costs and property valuation fees, shall be paid by the Lender, unless otherwise stipulated.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) MERS is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

SCHWAB 22914025

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTR



Skagit County Auditor

\$135.00

9/18/2013 Page

4 of

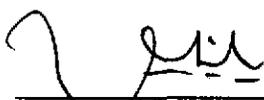
14 11:47AM

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.



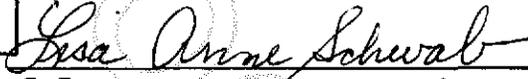
-Services
Lita Helmstetler

Seterus, Inc.
(Seal)
JUN 29 2013
6/29/13
Authorized Signer



Borrower Signature
MICHAEL SCHWAB

By: _____



Co-Borrower
LISA ANNE SCHWAB
LISA ANNE Schwab



Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Heather Ashe

Assistant Secretary
6/29/13
29 13

Heather Ashe [Space Below This Line For Acknowledgments] _____

SCHWAB 22914025

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

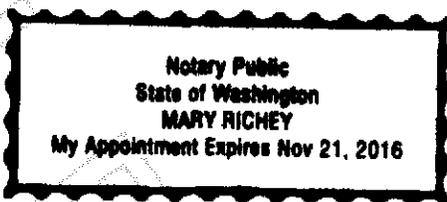


ACKNOWLEDGEMENT

State of Washington
County of Skagit

On, 6/27/13 before me, Mary Richey, personally appeared
Michael Schwab, Lisa A Schwab

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 entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature Mary Richey (Seal)

RE: MICHAEL SCHWAB
LISA ANNE SCHWAB
22914025
L790 - Apollo Modification Agreement



Skagit County Auditor \$135.00
9/18/2013 Page 8 of 14 11:47AM



State of Oregon

County of Washington

On 06/29/2013, before me, **Bethany Ann Boerste**, personally appeared **Lita Helmstetler, Authorized Signer of Seterus, Inc., and Heather Ashe, Assistant Secretary for Mortgage Electronic Registration Systems, Inc.**, 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Bethany Ann Boerste, Notary Public
State of Oregon

My commission expires on: September 04, 2013

Commission No. 442606



Skagit County Auditor

9/18/2013 Page

7 of

14 11:47AM

\$135.00

EXHIBIT A

PARCEL A: LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL04-0642, RECORDED MAY 1, 2006, UNDER AUDITORS' FILE NO. 200605010174. RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. SITUATED IN SKAGIT COUNTY, WASHINGTON. PARCEL B: TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EAST 60 FEET OF THE WEST 160 FEET OF THE NORTH 150 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32. TOWNSHIP 35 NORTH. RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Also Known As: 13816 MARIHUGH RD, MOUNT VERNON, WA 98273

22914025 MICHAEL SCHWAB and LISA ANNE SCHWAB



Skagit County Auditor \$135.00
9/18/2013 Page 8 of 14 11:47AM



F037A

EXHIBIT "B"

ESCROW AGREEMENT



201309180078

L789C

[Space Above This Line for Recording Data]

ESCROW AGREEMENT

This Escrow Agreement ("Agreement"), made on June 17, 2013 between MICHAEL SCHWAB and LISA ANNE SCHWAB ("Borrower") and Seterus, Inc. is entered into in connection with Borrower's promissory note dated March 15, 2007 ("Note"), and the Loan Modification Agreement dated June 17, 2013 between the parties ("Modification Agreement"), which is secured by the following real property ("Property").

13816 MARIHUGH RD
MOUNT VERNON, WA 98273

For valuable consideration, the parties agree as follows:

1. In addition to the regularly scheduled payments that Borrower is required to pay under the Modification Agreement, Borrower agrees to pay Seterus, Inc. an escrow payment in the amount of \$743.87 for deposit into an escrow account for necessary payments to be made by Seterus, Inc., including but not limited to, payments for property taxes and insurance. As permitted by the Real Estate Settlement Procedures Act and other applicable law, Seterus, Inc. may adjust the amount of the Escrow Payment. After notice of such adjustment, Borrower shall pay the adjusted Escrow Payment.
2. Each Escrow Payment shall be due on the same day(s) of the month as the regularly scheduled payments due under the Modification, commencing July 01, 2013.
3. In the event Escrow Payments are not made and Seterus, Inc. advances its own funds to make payments that should have been paid from Borrower's escrow account, such amounts will be added to Borrower's loan obligation under the Note.
4. Any failure to make an Escrow Payment when due shall be deemed to be a default under the Note and Modification Agreement and upon Borrower's failure to pay the Escrow Payment, Seterus, Inc. may exercise its rights under the Note and Modification Agreement.

ESCROW AGREEMENT



Skagit County Auditor

\$135.00

9/18/2013 Page

10 of

14 11:47AM

5. Unless an agreement is made in writing or applicable law requires interest to be paid on the escrow account payments held by Seterus, Inc., Seterus, Inc. shall not be required to pay any interest or earnings on the payments held.

Seterus, Inc.

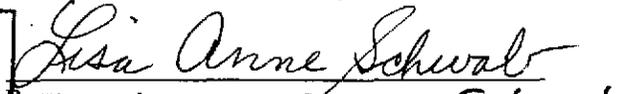

Borrower **Michael Schwab**

By:



Lita Helmstetler

Seterus, Inc.
JUN 29 2013
6.29.13
Authorized Signer


Borrower **Lisa Anne Schwab**

[Space Below This Line for Acknowledgments]

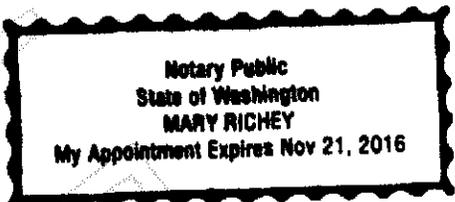


ACKNOWLEDGEMENT

State of Washington
County of Skagit

On, 6/27/13 before me, Mary Richey, personally appeared
Michael Schwab Lisa A Schwab

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 entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature Mary Richey (Seal)

RE: MICHAEL SCHWAB
LISA ANNE SCHWAB
22914025
L789 - Escrow Agreement



Skagit County Auditor \$135.00
9/18/2013 Page 12 of 14 11:47AM



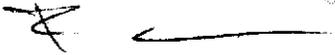
F028B

State of Oregon

County of Washington

On **06/29/2013**, before me, **Bethany Ann Boerste**, personally appeared **Lita Helmstetler, Authorized Signer of Seterus, Inc.**, 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Bethany Ann Boerste, Notary Public
State of Oregon

My commission expires on: September 04, 2013

Commission No. 442606



201309180078

Skagit County Auditor

\$135.00

9/18/2013 Page

13 of

14 11:47AM

PREPARED BY :

SETERUS, INC.

14523 SW MILLIKAN WAY., STE. 200

BEAVERTON, OREGON 97005



201309180078

Skagit County Auditor

\$135.00

9/18/2013 Page

14 of

14 11:47AM