



201408010058

Skagit County Auditor

\$79.00

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350 HIGHLAND DRIVE
LEWISVILLE, TX 75067



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Document Title: LOAN MODIFICATION AGREEMENT

Reference numbers of related documents:

on page _____ of document

AF# 201107070031

Grantor(s):

1. VERNA PROVCHY

2.

3.

etc. additional names on page _____ of document

Grantee(s):

1. NATIONSTAR MORTGAGE LLC

2.

3.

etc. additional names on page _____ of document

Legal Description:

1. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS: LOT 11 AND 12, BLOCK 5 OF HENSLERS SECOND ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): P57455 AND 3795-005-012-0008



2322 01/14



WASHINGTON COVER PAGE

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350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

This Document Prepared By:
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
Tatiana Vakidis

Parcel ID Number: P57455 AND
3795-005-012-0008
Prior instrument reference:
Book/Liber N/A, Instrument No:
201107070031, of the Official
Records of SKAGIT County, WA.

_____[Space Above This Line For Recording Data]_____

Original Recording Date: **July 07, 2011**

Original Loan Amount: **\$204,500.00**

New Money: **\$12,319.57**

Loan No: **614312098**

Investor Loan No: **1713477166**

MIN Number: **100442511010658540**

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of June, 2014, between **VERNA PROVCHY** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **January 26, 2011** and recorded in **Book/Liber N/A**, Instrument No: **201107070031**, of the **Official Records (Name of Records) of SKAGIT County, WA (County and State, or other Jurisdiction)** 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
2024 K AVENUE, ANACORTES, WA 98221,

(Property Address)

the real property described being set forth as follows:



★ 6 1 4 3 1 2 0 9 8 ★
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 01/14



★ 1 2 0 7 6 8 1 0 ★
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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):

1. As of **June 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$208,851.52**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.625%**, from **June 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$955.77**, beginning on the **1st** day of **July, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.625%** will remain in effect until principal and interest are paid in full. If on **June 1, 2054** (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, 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



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- (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.

5. 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 costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (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 solely as nominee for Lender and Lender's successors and assigns. **MERS is the Beneficiary, 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.

6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower



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has been advised of the amount needed to fully fund the Escrow Items.

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 \$196,531.95. The principal balance secured by the existing security instrument as a result of this Agreement is \$208,851.52, which amount represents the excess of the unpaid principal balance of this original obligation.

In Witness Whereof, the Lender and I have executed this Agreement.

Verna Provchy (Seal)
VERNA PROVCHY -Borrower

[Space Below This Line For Acknowledgments]

State of Washington

County of Skagit

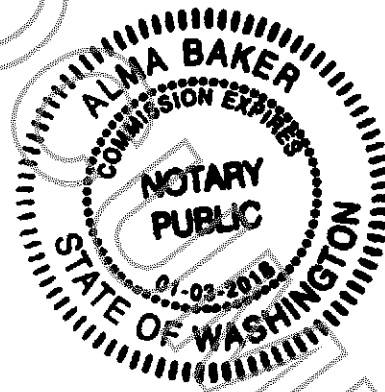
I certify that I know or have satisfactory evidence that **VERNA PROVCHY**, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned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

Dated: 06/13/2014

Alma Baker
Signature of Notary

Notary Public
Title

My Commission expires: 01/03/2018



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NATIONSTAR MORTGAGE LLC

By: [Signature] (Seal) - Lender
Name: Krista Moore
Title: Assistant Secretary

6-27-14
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX

County of Dallas

Before me Bianca Hockensmith Notary Public (name/title of officer) on this day personally appeared
Krista Moore 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.

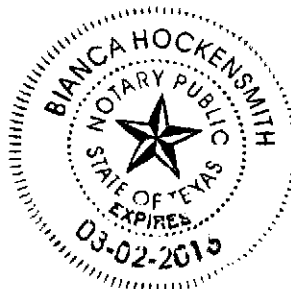
Given under my hand and seal of office this 27 day of June, A.D., 2014.

[Signature]
Signature of Officer

Notary Public

Title of Officer

My Commission expires : 3/2/16



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
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Krista Moore

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

The State of TX

County of Dallas

Before me Bianca Hockensmith Notary Public (name/title of officer) on this day personally appeared Krista Moore Assistant Secretary of Mortgage Electronic Registration System, Inc.

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 27 day of June, A.D., 2014.

Signature of Officer

Notary Public

Title of Officer

My Commission expires : 3/2/16



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Exhibit "A"

Loan Number: **614312098**

Property Address: **2024 K AVENUE, 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: LOT 11 AND 12, BLOCK 5 OF HENSLERS SECOND ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.



Exhibit A Legal Description Attachment 11/12



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