

**Return Address:**

Bank of America, N.A.  
9000 Southside Blvd Bldg 700  
Mail Stop: FL 9-700-05-34  
Jacksonville, FL 32256



201412080081

Skagit County Auditor \$80.00  
12/8/2014 Page 1 of 9 11:26AM

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:** 201012020061

Additional reference #'s on page \_\_\_\_\_ of document

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

- 1. ISMAEL ARELLANO CAMACHO
- 2. CECILIA DANIELA ORTEGA

Additional names on page \_\_\_\_\_ of document.

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

- 1. BANK OF AMERICA, N.A.
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

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

LOT 38 FOX HILL ESTATES DIVISION NO. 1

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 447400000380005

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  
Bank of America, N.A.

AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
9000 Southside Blvd. Bldg. 700  
Mail Stop: FL9-700-05-34  
Jacksonville, FL 32256  
Prepared by: IRINA RAEVSKI  
DOC. ID#: 95022434165670532  
MERS Phone#: 1-888-679-6377

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE DEED OF TRUST**

MIN#: 100205010001567700

This Loan Modification Agreement (the "Agreement"), made this 29th day of October, 2014 between ISMAEL ARELLANO CAMACHO AND CECILIA DANIELA ORTEGA, HUSBAND AND WIFE, (the "Borrowers") and BANK OF AMERICA, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain DEED OF TRUST dated November 19, 2010 and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on December 02, 2010 as Instrument Number 201012020061 in the Official Records of the SKAGIT County, State of WASHINGTON (the "Security Instrument"), and covering the real property specifically described as follows:

See Attached Exhibit A

This property is more commonly known as:

1901 N 35TH PL  
MOUNT VERNON, WA 98273

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

- **TO ADD THE WA STATE HOUSING FINANCE RIDER TO THE DEED OF TRUST, WHICH WAS OMITTED AT THE TIME OF RECORDING.**

The Borrowers 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 Borrowers and 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.

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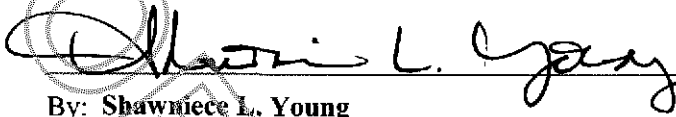
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Bank of America, N.A.



By: Shawniece L. Young  
Its: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.



By: Margaret G. Reiland  
Its: Assistant Secretary



ISMAEL ARELLANO CAMACHO



CECILIA DANIELA ORTEGA

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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STATE OF Washington

COUNTY OF Skagit

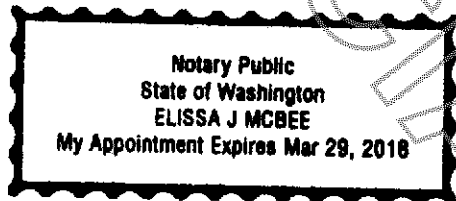
)  
) SS.  
)

On this 6th Day of November 2014, BEFORE ME,

Elissa J McBee, (Notary Public)

personally appeared, **ISMAEL ARELLANO CAMACHO, CECILIA DANIELA ORTEGA**, 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 foregoing 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



(SEAL)

Elissa J McBee  
Notary Public

Commission Expires: 3/29/18

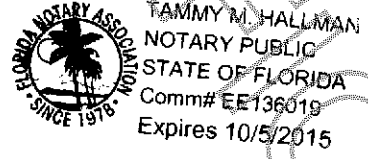


State of Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14 day of November 2014, by Shawniece L. Young (name of Signer) as Assistant Vice President (type of authority, e.g. officer, trustee, attorney-in-fact) for **Bank of America, N.A.** (Name of party on behalf of whom instrument was executed).

(Notary Seal)



Tammy M. Hallman  
(Signature of Notary Public - State of Florida)

**Tammy M. Hallman**  
Carole S. Livesay 11-14-14  
(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR

Produced Identification  Type of identification produced: \_\_\_\_\_



State of Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13 day of November 2014 by Margaret G. Reiland (name of Signer) as Assistant Secretary (type of authority, e.g. officer, trustee, attorney-in-fact) for **Mortgage Electronic Registration Systems, Inc. ("MERS")** (Name of party on behalf of whom instrument was executed).

(Notary Seal)



TAMMY M. HALLMAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE136019  
Expires 10/5/2015

Tammy M. Hallman  
(Signature of Notary Public - State of Florida)

**Tammy M. Hallman**  
Carole S. Livesay TP 11-13-14  
(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR

Produced Identification \_\_\_\_\_ Type of Identification produced: \_\_\_\_\_



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**Customer Name: CAMACHO**  
**Application #: 95022434165670532**

**EXHIBIT "A"**

**Lot 38, "FOX HILL ESTATES, DIVISION No. 1", as per plat recorded in Volume 14 of Plats, pages 7 and 8, records of Skagit County, Washington.**

**Tax Account Number(s): 4474-0000-038-0005 (P83190)**



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**SINGLE-FAMILY DEED OF TRUST RIDER - FHA & VA**  
**House Key Program**  
**Washington State Housing Finance Commission**

This Rider, made this 19 day of November, 20 10, is attached and incorporated into and shall be deemed to amend and supplement the Deed of Trust of the same date (the "Deed of Trust") given by the undersigned ("Grantor") to secure its Note of the same date (the "Note") to First American Title Company as Trustee, for the benefit of Sterling Savings Bank, a Washington corporation (the "Beneficiary", which includes any successors or assigns thereof). The Property encumbered by the Deed of Trust shall be called the "Property". The Provisions of this Rider shall control any conflicting provisions in the Deed of Trust.

The following provisions are hereby incorporated into the Deed of Trust:

**1. Acceleration.** As long as this Deed of Trust is held by the Washington State Housing Finance Commission (the "Commission") or its trustee, or secures or "backs" a Government National Mortgage Association ("GNMA") mortgage pass-through certificate, the Lender may, at Lender's option, declare all sums secured by the Mortgage to be immediately due and payable if Borrower omits or misrepresents a fact in an application for the Deed of Trust, including, without limitation, anything contained in the Mortgagor's Affidavit executed by the Borrower in conjunction with this Deed of Trust. As an alternate remedy, Beneficiary may increase the interest rate provided for in the Note in an amount not to exceed that permitted by applicable law. For purposes this alternate remedy only, "Beneficiary" shall not include the Commission or its trustee.

The following paragraph is added concerning transfer of property and assumption procedures:

**2. Transfer of Property: Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding

- (a) the creation of a lien or encumbrance subordinate to this Deed of Trust,
- (b) the creation of a purchase money security interest for household appliances, or
- (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall waive such option to accelerate if:

(A) the person to whom the Property is to be sold or transferred (the "Transferee")

(1) has at the time of such transfer an Annual Family Income (as defined below) not in excess of the then current Maximum Annual Family Income as established by the Commission for persons and families in the statistical area in which the Property is located;

(2) intends to use the Property as his or her principal residence within sixty (60) days of the date the Deed of Trust is assumed and intends to maintain the residence as his or her principal residence as long as he or she is liable under the Note; and

(3) has not, at any time during the three-year period ending on the date the Deed of Trust is assumed, had a present ownership interest in a principal residence (except in the case of a residence in a Targeted Area as hereinafter defined) unless Borrower at time this Deed of Trust was executed was not required to be a first-time homebuyer pursuant to Section 143 of the Internal Revenue Code of 1986, and the regulations thereunder ("Section 143");

(B) the credit of the Transferee is satisfactory to the Lender;

(C) the entire unpaid principal amount of the Mortgage Loan will continue to be insured by a mortgage insurer acceptable to the Commission;

(D) the assumption by the Transferee has been approved by the Commission;

(E) on the date of transfer the Purchase Price (as defined below) of the Property does not exceed the Maximum Purchase Price established by the Commission from time to time (for the same type of residence in the statistical area in which the Property is located) in accordance with Section 143;

(F) the Transferee executes a written agreement with the Lender assuming the obligations under the Note and this Deed of Trust; and

(G) the Transferee executes such affidavits and documents as are necessary to assure the Lender that the requirements of this paragraph are satisfied.

For purposes of the preceding paragraph, the following words and phrases have the following meanings:

- (a) "Annual Family Income" means gross monthly income multiplied by 12. Gross monthly income is the sum of monthly gross pay; any additional income from overtime, part-time employment, bonuses, social security benefits, unemployment compensation, income from trusts and income received from business investments. Information with respect to gross monthly income may be obtained from available loan



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documents executed during the 4-month period ending on the date of closing of the mortgage, provided that any gross monthly income not included on the loan documents must be taken into account.

- (b) "Purchase Price" means the cost of acquiring a residence from the seller as a completed residential unit, including (i) all amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to the seller (or a related party or for the benefit of the seller) as consideration for the residence; (ii) if a residence is incomplete, the reasonable cost of completing the residence whether or not the cost of completing construction is to be financed with proceeds of the mortgage loan secured by this Deed of Trust; and (iii) where a residence is purchased subject to a ground rent, the capitalized value of the ground rent; but excluding (i) the usual and reasonable settlement or financing costs, e.g., titling and transfer costs, title insurance, survey fees or other similar costs and credit reference fees, legal fees, appraisal expenses, "points" that are paid by the buyer or other costs of financing the residence; (ii) the value of services performed by the Borrower or members of the Borrower's family in completing the residence; and (iii) the cost of land which has been owned by the Borrower for at least two years prior to the date on which construction of the residence begins.
- (c) "Targeted Area" means the areas within the State of Washington listed as Qualified Census Tracts, that is, areas in which at least 70% of the population makes 80% or less of the areas' median family income or areas designated as "Chronically distressed."

**3. Tax Covenants.** The Borrower covenants to execute an affidavit in order to comply with Section 143. The Borrower covenants herein and in such Affidavit that:

- (a) the residence is located in the State of Washington;
- (b) at the time of execution of this Deed of Trust, Borrower has Annual Family Income not in excess of the then current Maximum Annual Family Income as established by the Commission from time to time;
- (c) Borrower will occupy such residence as his or her principal residence with sixty (60) days of execution of this Mortgage, will not use the residence in a trade or business, as an investment property or as a recreational home, and intends to use the residence as his or her principal residence as long as Borrower is liable under the Note;
- (d) Borrower had no present ownership interest in a principal residence (other than the Property) during the three-year period ending on the date of execution of this Deed of Trust (unless the residence is in a Targeted Area or Borrower was otherwise not required to be a first-time homeowner pursuant to Section 143);
- (e) the Purchase Price of the property does not exceed the appropriate Maximum Purchase Price established by the Commission from time to time;
- (f) Borrower had no permanent mortgage loan on the Property at any time prior to executing this Deed of Trust; and
- (g) the Borrower understands that if there is a continuous period of at least one year during which the residence is not the principal residence of at least one of the Borrowers, then no deduction is allowed in computing taxable income for interest that accrues with respect to this Deed of Trust on or after the date such one-year period began.

The Borrower covenants to take no action which would:

- (a) cause the foregoing representations which evidence compliance with Section 143 to be untrue or
- (b) in any way adversely affect the eligibility of this Deed of Trust and the Note for purchase by the Commission under Section 143.

**4. Failure to Purchase.** The Borrower further agrees that should this Deed of Trust and the Note secured hereby not be eligible for purchase by the Commission within seventy-five (75) days of the date hereof (written statement of the trustee or servicer for the Commission dated subsequent to such seventy-five (75) day period declining to purchase said Note and this Deed of Trust being deemed conclusive proof of such ineligibility) the mortgagee or holder of said Note may, at its option declare all sums secured hereby immediately due and payable.

SIGNATURE OF BORROWER Ismael Arellano Camacho DATE: 11-6-14  
ISMAEL ARELLANO CAMACHO

SIGNATURE OF BORROWER Cecilia Daniela Ortega DATE: 11-6-14  
CECILIA DANIELA ORTEGA

(Rev. 3/24/10)

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(15.17.2)



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