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This Document Prepared By:
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LEWISVILLE, TX 75067

Skagit County Auditor
12/11/2014 Page

1 of 10 11:11AM

\$81.00



REF94080682A

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Document Title: LOAN MODIFICATION AGREEMENT

Reference numbers of related documents: 200506300179
on page _____ of document

Grantor(s):

1. DAVID SISK
2. LAURA SISK
- 3.

etc. additional names on page _____ of document

Grantee(s)/ Beneficiary(ies):

1. NATIONSTAR MORTGAGE LLC
- 2.
- 3.

etc. additional names on page _____ of document

Legal Description:

1. THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, WASHINGTON: LOT 32, PLAT OF WEST VIEW EAST, RECORDED JANUARY 3, 2005, UNDER AUDITORS FILE NO. 200501030074, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): 4851-000-032-0000/P122458



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350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

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NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067

Parcel ID Number:
4851-000-032-0000/P122458
Prior instrument reference:
Book/Liber N/A, Instrument No:
200506300179, of the Official
Records of SKAGIT County, WA

[Space Above This Line For Recording Data]
Original Recording Date: **June 30, 2005** Loan No: **607176963**
Original Loan Amount: **\$209,950.00** Investor Loan No: **1699128200**
New Money: **\$11,634.86** MIN Number: **100058900102545100**

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 24th day of October, 2013, between **DAVID SISK and LAURA SISK** ("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 **June 21, 2005** and recorded in **Book/Liber N/A**, Instrument No: **200506300179**, 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 **630 HAMLIN PLACE, BURLINGTON, WA 98233**

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



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Form 3179 1/01 (rev. 06/12)
(page 1 of 8)



201412110065

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 **November 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$198,548.79**, 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 **4.000%**, from **November 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$829.81**, beginning on the **1st** day of **December, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **November 1, 2053** (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
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider,



* 6 0 7 1 7 6 9 6 3 *

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *

Form 3179 1/01 (rev. 06/12)
(page 2 of 3)



201412110065

Skagit County Auditor
12/11/2014 Page

\$81.00
3 of 10 11:11AM

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) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 3 of 8)



201412110065

Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (g) "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.

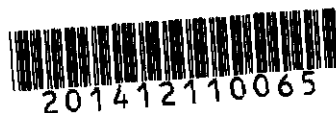
6. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 4 of 8)



201412110065
Skagit County Auditor
12/11/2014 Page

\$81.00
5 of 10 11:11AM

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 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 \$186,913.93. The principal balance secured by the existing security instrument as a result of this Agreement is \$198,548.79, which amount represents the excess of the unpaid principal balance of this original obligation.



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 08/12)
(page 5 of 8)



201412110065

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

David Sisk (Seal)
DAVID SISK -Borrower

Laura Sisk (Seal)
LAURA SISK -Borrower

[Space Below This Line For Acknowledgments]
State of Washington

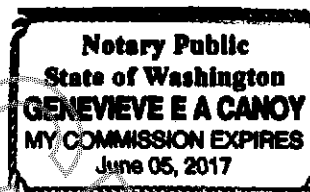
County of Skagit
I certify that I know or have satisfactory evidence that David Sisk and
Laura Sisk

(name of person) is the person who appeared before me, 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: 10/31/13

Signature of Notary [Signature]
As: Manager
Title

My Commission expires: June 5, 2017



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 6 of 8)



201412110065
Skagit County Auditor \$81.00
12/11/2014 Page 7 of 10 11:11AM

NATIONSTAR MORTGAGE LLC

By: Krista Moore (Seal) - Lender

Name: Krista Moore

Title: Assistant Secretary

11-18-13
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

I certify that I know or have satisfactory evidence that

Krista Moore the Assistant Secretary of

Nationstar Mortgage LLC

(name of person) is the person who appeared before me, 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: 11/18/13

Signature of Notary

Notary Public
Title

My Commission expires: 3/2/16



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 7 of 8)



201412110065

1210VE 11-18-13 Krista Moore
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary
[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

I certify that I know or have satisfactory evidence that

Krista Moore the Assistant Secretary of
Mortgage Electronic Registration System, Inc.

(name of person) is the person who appeared before me, 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.

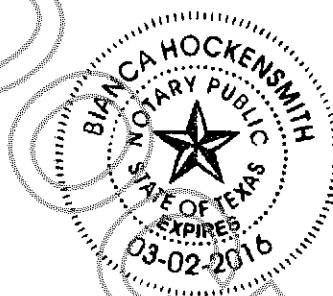
Dated: 11/18/13
[Signature]

Signature of Notary

Notary Public

Title

My Commission expires: 3/2/16



* 6 0 7 1 7 6 9 6 3 *
LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
8300a 11/12



* 7 4 1 8 9 + 1 0 *
Form 3179 1/01 (rev. 06/12)
(page 8 of 8)



201412110065

Skagit County Auditor
12/11/2014 Page

9 of 10 11:11AM

\$81.00

Exhibit "A"

Loan Number: **607176963**

Property Address: **630 HAMLIN PLACE, BURLINGTON, WA 98233**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, WASHINGTON:
LOT 32, PLAT OF WEST VIEW EAST, RECORDED JANUARY 3, 2005, UNDER AUDITORS FILE NO.
200501030074, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF
SKAGIT, STATE OF WASHINGTON.



201412110065

Skagit County Auditor

\$81.00

12/11/2014 Page

10 of

10 11:11AM



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