

**Return Address:**

iMortgage Services  
2570 Boyce Plaza Rd  
Pittsburgh, PA 15241



201512140028

Skagit County Auditor  
12/14/2015 Page

\$132.00  
1 of 10 8:47AM

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:** 200907020090

Additional reference #'s on page 1 of document

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

1. David R Johnson

2.

Additional names on page 1 of document

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

1. Ditech Financial LLC

2.

Additional names on page 1 of document.

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

PTN of Block B Map of La Conner, Whatcom County, WA Plat 2 page 49 Skagit Cnty, WA

Additional legal is on page 9 and 10 of document.

**Assessor's Property Tax Parcel/Account Number**  
assigned P73942

☐ 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

Investor Account # 1709630202

**When Recorded Return To:**

Ditech Financial LLC  
7360 South Kyrene Road  
Tempe, AZ 85283

This document was prepared by Ditech Financial LLC

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

from Ditech  
689 32623

**LOAN MODIFICATION AGREEMENT**

date 12/1/15 SC

This Loan Modification Agreement ("Agreement"), between DAVID R. JOHNSON ("Customer") and Ditech Financial LLC ("Lender"), amends and supplements 1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 06/23/2009 recorded 07/02/2009 Instrument No 200907020090 of the auditor Records of skagit county 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

328 WASHINGTON ST  
LA CONNER, WA 98257

**ORIGINAL**

the real property described in the above-referenced Security Instrument.

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 11/01/2015, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$251,172.80 consisting of the unpaid amount(s) loaned to Customer by Lender plus any interest and other amounts capitalized.
2. \$73,727.80 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Customer 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 \$177,445.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.25000%, from 11/01/2015. Customer promises to make monthly payments of principal and interest of U.S. \$769.44, beginning on the 12/01/2015, 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 4.25000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new monthly payment amount does not include any amounts owed for escrow. Customer may refer to the monthly billing statement for the escrow amount owed. The new Maturity Date will be 11/01/2055. Customer's payment schedule for the modified Loan is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-40	4.250%	11/01/2015	\$769.44	\$280.62 adjusts annually after year 1	\$1,050.06 adjusts annually after year 1	12/01/2015	480

3. Customer 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 Customer sells or transfers an interest in the Property, (ii) the date Customer pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. If Customer makes a partial prepayment of Principal, 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 Customer is not a natural person and a beneficial interest in Customer 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 Customer 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 Customer must pay all sums secured by the Security Instrument. If Customer 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 Customer.

Customer 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 Customer'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 Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

- (e) Customer acknowledges that Lender is required to report any debt forgiveness to the Internal Revenue Service which may result in consequences regarding Customer's federal, state or local tax liability. In addition, Customer understands that if Customer receives public assistance, the forgiveness of debt may affect Customer's eligibility for these benefits. Customer acknowledges that Lender cannot provide any advice or guidance regarding possible tax consequences or effect on any public assistance benefits. Customer further acknowledges that Lender has advised that Customer may wish to consult with a tax professional about any possible tax consequences and/or their public assistance office regarding other consequences that may result from the forgiveness of debt.
- (f) Customer 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 Customer.
- (g) Customer authorizes Lender, and Lender's successors and assigns, to share certain Customer public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Customer's account balances and activity, with an authorized third Agency or similar entity that is assisting Customer in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Customer's account ("Authorized Third Party").

Customer understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Customer's account), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Customer's account, to any insurer, guarantor, or servicer that insures, guarantees, or services Customer's account or any other mortgage account secured by the Property on which Customer is obligated, or to any companies that perform support services to them in connection with the account or any other mortgage account secured by the Property on which Customer is obligated.

Customer consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Customer's account.

6. By this paragraph, Lender is notifying customer that any prior waiver by Lender of Customer's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Customer has been advised of amount needed to fund the escrow items.

Customer will pay to Lender on the day payments are due under the Account Documents as amended by this Agreement, until the Account 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 Account 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 Account Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Customer shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Customer shall pay Lender the Funds for Escrow Items unless Lender waives Customer's obligation to pay the Funds for any or all Escrow Items. Lender may waive Customer'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, Customer 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. Customer'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 Account Documents, as the phrase "covenant and agreement" is used in the Account Documents. If Customer is obligated to pay Escrow Items directly, pursuant to a waiver, and Customer fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Account Documents and this Agreement and pay such amount and Customer 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 Account Documents, and, upon such revocation, Customer shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

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 Customer for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Customer 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 Customer any interest or earnings on the Funds. Lender and Customer can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Customer, 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 Customer 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 Customer as required by RESPA, and Customer 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 Customer as required by RESPA, and Customer 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 Account Documents, Lender shall promptly refund to Customer any Funds held by Lender.

7. Customer also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Customer's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Customer 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, Customer waives any Timely Payment Rewards rate reduction to which Customer 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.

8. Customer 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 Customer'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.

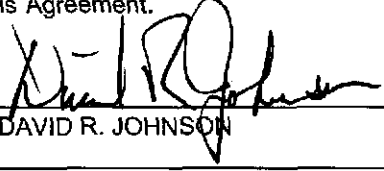
(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Customer and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Customer agrees to execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Account 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.

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

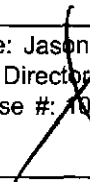
Ditech Financial LLC  
FKA Green Tree Servicing, LLC

Lender

  
DAVID R. JOHNSON

Date

11/18/15

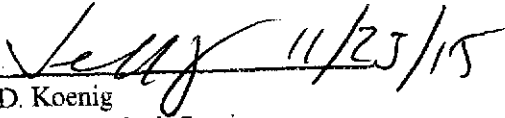
By:   
Name: Jason J. Braxton  
Title: Director, Default Services  
License #: 1088100

Date

Account#: 689326239

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

[SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS]

By:   
Jeff D. Koenig  
Director of Default Services  
License Number: 973833

STATE OF WASHINGTON)

) SS.

County of Skagit )

I certify that I know or have satisfactory evidence that

DAVID R. JOHNSON

is/are the person(s)

who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 11-18-2015

Lucy A. Kelly

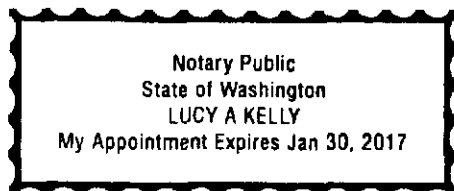
Notary Public

Name (typed or printed): Lucy A. Kelly

NOTARY PUBLIC in and for the State of Washington

Residing at La Conner WA

My appointment expires: 1-30-2017



**EXHIBIT A**

**ALL THAT CERTAIN LAND SITUATED IN THE STATE OF WA, COUNTY OF Skagit, CITY OF La Conner, DESCRIBED AS FOLLOWS:**

**PARCEL "A":**

**THAT PORTION OF BLOCK B, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK B AND THE CENTERLINE OF THE VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 41.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID BLOCK 39.5 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID BLOCK TO THE CENTERLINE OF THE AFOREMENTIONED VACATED 20 FOOT ALLEY RUNNING THROUGH THE BLOCK; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING.**

**ALSO, THAT PORTION OF BLOCK B, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK B AND THE CENTERLINE OF THE VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 41.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID BLOCK 39.5 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID BLOCK TO THE CENTERLINE OF THE AFOREMENTIONED VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE EAST PARALLEL TO THE NORTH LINE OF SAID BLOCK TO THE SOUTHERLY LINE OF LOT 7 OF SAID BLOCK; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 7 TO THE CENTERLINE OF THE AFOREMENTIONED VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID VACATED ALLEY TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "B" AS SHOWN ON SURVEY MAP FILED IN BOOK 10 OF SURVEYS, AT PAGE 45 UNDER AUDITOR'S FILE NO. 9007039002, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 89°43'00" WEST ALONG THE NORTH LINE OF SAID BLOCK TO THE CENTERLINE OF THE VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK, 41.00 FEET; THENCE SOUTH 0° 17'00" EAST, A DISTANCE OF 39.5 FEET; THENCE NORTH 89°43'00" EAST, A DISTANCE OF 87.72 FEET SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 17'00" WEST, A DISTANCE OF 3.61 FEET; THENCE SOUTH 59°25 '30" EAST, A DISTANCE OF 7.03 FEET; THENCE SOUTH 89°43 '00" WEST, A DISTANCE OF 6.04 FEET TO THE TRUE POINT OF BEGINNING.**

**PARCEL "B":**

**ALSO, LOT 7, BLOCK B, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON**

**TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW.**



EXCEPT FROM SAID LOT 7, THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 7; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 21.37 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 7 TO THE SOUTHWESTERLY LINE OF SAID LOT 7; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL "C"

THAT PORTION OF LOT 7, BLOCK "B", "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "B" AS SHOWN ON SURVEY MAP FILED IN BOOK 10 OF SURVEYS, AT PAGE 45 UNDER AUDITOR'S FILE NO. 9007030002, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 89°43'00" WEST ALONG THE NORTH LINE OF SAID BLOCK TO THE CENTERLINE OF THE VACATED 20 FOOT ALLEY RUNNING THROUGH SAID BLOCK; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK, 41.00 FEET; THENCE SOUTH 0° 17'00" EAST, A DISTANCE OF 39.50 FEET; THENCE NORTH 89°43' 00" EAST, A DISTANCE OF 87.72 FEET; THENCE NORTH 01° 17'00" WEST, A DISTANCE OF 3.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°17'00" WEST, A DISTANCE OF 3.60 FEET; THENCE SOUTH 89°43'00" WEST, A DISTANCE OF 6.04 FEET; THENCE SOUTH 59°25'30" EAST, A DISTANCE OF 7.03 FEET TO THE TRUE POINT OF BEGINNING.

**APN: P73942**

Parcel ID: P73942

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### ACKNOWLEDGMENT

STATE OF: Arizona,

County ss: Maricopa,

On this day of NOV 23 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared

Jeff D. Koenig, Licensed Default Services Director of Ditech Financial LLC

**Personally known to me** or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

