



201602250043

Skagit County Auditor

\$80.00

2/25/2016 Page

1 of

8 11:25AM

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: PITTSBURGH  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

Tax Account No.  
4746-000-006-0000

Property Tax Parcel Number: APN #: P116387

Loan No. 0009088865

(Space Above This Line For Recording Data)

Data ID: 952

Borrower: JASON REYNAGA

Original Recorded Date: December 30, 2010

FHA CASE NO.: 566-0214561 703

Land Title and Escrow

Original Principal Amount: \$165,690.00  
Current Unpaid Principal Balance: \$154,177.74  
Interest Bearing Principal Balance: \$154,177.74  
Partial Claim: \$10,792.43

### FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")<sup>1</sup>: JASON REYNAGA, A SINGLE MAN whose address is 1377 SHULER AVE, BURLINGTON, WASHINGTON 98233-2422

Lender ("Lender"): PLANET HOME LENDING, LLC, 321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): December 27, 2010

Loan Number: 0009088865

Property Address: 1377 SHULER AVE, BURLINGTON, WASHINGTON 98233-2422 ("Property")

LOT 6, PLAT OF SHULER AVENUE ADDITION, ACCORDING TO THE PLAT, more fully described on Legal Description attached on Page 8

AF# 201012300117

Land  
153251

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

08/14 (Page 1 of 8 Pages)

Recorded in DOC NO. 201012300117 of the Official Records of the County Recorder's or Clerk's Office of SKAGIT COUNTY, WASHINGTON.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Except for the subordinate Promissory Note and Security Instrument, capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return the subordinate Promissory Note and Security Instrument and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

**1. My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate and the subordinate Promissory Note and Security Instrument will not be in effect. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **January 1, 2016** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **February 1, 2016**.

- A. The new Maturity Date will be **January 1, 2046**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$164,970.17** (the "New Principal Balance").
- C. **\$10,792.43** of the New Principal Balance will be the amount of the subordinate Promissory Note payable to the Secretary of Housing and Urban Development and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the amount of the subordinate Promissory Note shall be referred to as the "Interest Bearing Principal Balance" of the modified Loan and this amount is **\$154,177.74**. Interest at the rate of **4.250%** will begin to accrue on the Interest Bearing Principal Balance as of **January 1, 2016** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **February 1, 2016**. My payment schedule for the modified Loan is as follows:

Loan No: 0009088865

Data ID: 952

| Years | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Monthly Escrow Payment Amount     | Total Monthly Payment               | Payment Begins On | Number of Monthly Payments |
|-------|---------------|---------------------------|---|-----------------------------------|-------------------------------------|-------------------|----------------------------|
| 30    | 4.250         | 01/01/16                  | \$758.46                                      | \$461.91, may adjust periodically | \$1,220.37, may adjust periodically | 02/01/16          | 360                        |

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the subordinate Promissory Note and any other amounts still owed under the Loan Documents by the earliest of : (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the subordinate Promissory Note and the Security Instrument, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement, the subordinate Promissory Note and Security Instrument shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, the subordinate Promissory Note and Security Instrument, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the subordinate Promissory Note and the Security Instrument, remain in full force and effect; nothing in this Agreement or the subordinate Promissory Note or the Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the subordinate Promissory Note and the Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.

Loan No: 0009088865

Data ID: 952

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

Date: 1/8/16

[Signature] (Seal)  
JASON REYNAGA — Borrower

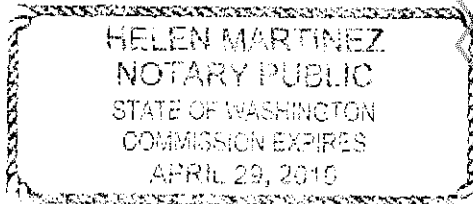
- Individual Acknowledgment -

STATE OF WASHINGTON §  
COUNTY OF SKAGIT §

On this day personally appeared before me JASON REYNAGA  
to me known to be the person described in and who executed the within and foregoing instrument, and  
acknowledged that he executed the same as his free and voluntary act and deed, for the uses and  
purposes therein mentioned.

Given under my hand and official seal this 8 day of JANUARY, 2016.

[Seal]



[Signature]  
Notary Public in and for the State of WASHINGTON  
residing at BURLINGTON, WA

Helen Martinez  
(Printed Name)

My commission expires: April 29, 2016

Loan No: 0009088865

Data ID: 952

Date: 1-11-16

Lender: PLANET HOME LENDING, LLC

By: Thomas M. O'Connell

Its: Thomas M. O'Connell Vice President  
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN

On this 11<sup>th</sup> day of January, 20 16, before me personally appeared Thomas M. O'Connell to me known to be the Vice President of the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Matthew B. Douty  
Notary Public

Matthew B. Douty  
(Printed Name)

Notary Public in and for the State of CT, residing at Hartford County

My commission expires: 10-31-2020

Loan No: 0009088865

Data ID: 952

Borrower: JASON REYNAGA

Property Address: 1377 SHULER AVE, BURLINGTON, WASHINGTON 98233-2422

### LEGAL DESCRIPTION

LOT 6, PLAT OF SHULER AVENUE ADDITION, ACCORDING TO THE PLAT THEREOF  
UNDER AUDITOR'S FILE NO. 199912230011, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
APN #: P116387