



201610110099

Skagit County Auditor \$83.00
10/11/2016 Page 1 of 11 10:42AM

When Recorded Mail To:

First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS

FAT Doc. No.: 10470616

County: SKAGIT

Document Title(s)

LOAN MODIFICATION AGREEMENT

Reference Number(s) of related documents:

201210020079

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)

WILLIAM G. ZABELKA
JACQUILYNE L. ZABELKA

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)

PENNYMAC LOAN SERVICES, LLC

Trustee(s)

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LT "PLAT OF WEST VIEW EAST"

Complete legal on page 2

Assessor's Property Tax Parcel/Account Number

P122443

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

(Space above reserved for Recorder of Security Instruments certification)
Loan Number: 1000121902

Title of Document: LOAN MODIFICATION AGREEMENT

Date of Document: AUGUST 29, 2016

Grantor(s): WILLIAM G ZABELKA AND JACQUILYNE L ZABELKA

Grantor(s) Mailing Address: 770 HUMPHREY PLACE, BURLINGTON, WASHINGTON
98233

Grantee(s): PENNYMAC LOAN SERVICES, LLC

Grantee(s) Mailing Address: 6101 CONDOR DRIVE, MOORPARK, CALIFORNIA
93021

Legal Description:

LOT 17, "PLAT OF WEST VIEW EAST", AS PER PLAT RECORDED ON JANUARY 3, 2005, UNDER
AUDITOR'S FILE NO. 200501030074, RECORDS OF SKAGIT COUNTY, WASHINGTON.
A.P.N.: P122443

Prepared by: Mychal Bran (866)695-4122 Ext 8737.
PennyMac Loan Services LLC (866)545-9070
Address: 6101 Condor Drive
Moorpark, CA 93021

Reference Book and Page(s): , Instrument Number: 201210020079

*(If there is not sufficient space on this page for the information required,
state the page reference where it is contained within the document.)*

DC

After Recording Return To:
PENNYMAC LOAN SERVICES, LLC
6101 CONDOR DRIVE
MOORPARK, CALIFORNIA 93021
Loan Number: 1000121902

When recorded mail to: #10470616

First American Title
Loss Mitigation Title Services 20795.1
P.O. Box 27670
Santa Ana, CA 92799
RE: ZABELKA MOD REC SVC

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Grantor(s) (Last name first, then first name and initials):

1. ZABELKA, WILLIAM G
2. ZABELKA, JACQUILYNE L
- 3.
- 4.
- 5.
- 6.

☐ Additional names on page of document.

Grantee(s) (Last name first, then first name and initials):

1. PENNYMAC LOAN SERVICES, LLC
- 2.
- 3.
- 4.
- 5.
- 6.

☐ Additional names on page of document.

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

Full legal description on page 2 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): P122443

Reference Number(s) Assigned or Released:

☐ Additional references on page of document.

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UNRECORDED
This Loan Modification Agreement ("Agreement"), made this 29th day of
AUGUST, 2016, between WILLIAM G ZABELKA AND
JACQUILYNE L ZABELKA

("Borrower")
and PENNYMAC LOAN SERVICES, LLC

("Lender"),
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),
dated AUGUST 29, 2016 and recorded as Instrument No201210020079
on OCTOBER 2, 2012 in book , page , of Official
Records in the County Recorder's office of SKAGIT, WASHINGTON
(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

770 HUMPHREY PLACE, BURLINGTON, WASHINGTON 98233 ,

[Property Address]

the real property described being set forth as follows:

LOT 17, "PLAT OF WEST VIEW EAST", AS PER PLAT RECORDED ON
JANUARY 3, 2005, UNDER AUDITOR'S FILE NO. 200501030074,
RECORDS OF SKAGIT COUNTY, WASHINGTON.
A.P.N.: P122443

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 AUGUST 29, 2016, the amount payable under the Note and the Security
Instrument (the "Unpaid Principal Balance") is U.S. \$ 268,678.37, 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 3.875 %,
from SEPTEMBER 1, 2016. Borrower promises to make monthly payments of
principal and interest of U.S. \$1,263.43, beginning on the 1st day of

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OCTOBER 1, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875 % will remain in effect until principal and interest are paid in full. If on SEPTEMBER 1, 2046 (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; and
- (b) all terms and provisions of any adjustable rate rider, 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,

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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) ☐ [Check box if the security property is an investment property or a 2-4 unit principal residence:]

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 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

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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.

☐ [Check box if the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law:]

Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

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☐ [Check box if the lender previously waived the borrower's obligation to maintain an escrow account for the payment of escrow items.]

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.

PENNYMAC LOAN SERVICES, LLC

(Seal)
-Lender

By: _____

9/16/16 **Michael Drawdy**
Senior Vice President

Date of Lender's Signature

(Seal)
WILLIAM G ZABELKA -Borrower

(Seal)
JACQUILYNE L ZABELKA -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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ACKNOWLEDGMENT

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.

State of California
County of Ventura

On SEP. 16, 2016, before me, Frank Michael Hoff, Notary Public
(insert name and title of the officer)

personally appeared Michael Drawdy
who proved to me on the basis of satisfactory evidence to be the person(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 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



[Space Below This Line For Acknowledgment]

LENDER ACKNOWLEDGMENT

State of WASHINGTON)

County of SKAGIT)

On this _____ day of _____, before me personally appeared

_____ ,
to me known to be the _____

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, 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 corporate seal of said corporation.

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

Notary Public in and for the state of Washington,
residing at:

(Seal)

My commission expires: _____

DL

BORROWER ACKNOWLEDGMENT

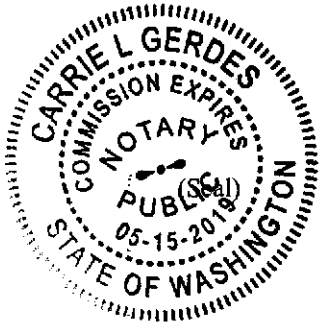
State of WASHINGTON)

County of Skagit)

On this day personally appeared before me WILLIAM G ZABELKA AND
JACQUILYNE L ZABELKA

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of September 2016.



Carrie L Gerdes
Notary Public in and for the state of Washington,
residing at:

My commission expires: 5-15-19

DC