



201704110045

Skagit County Auditor

\$82.00

4/11/2017 Page

1 of

10

2:00PM

When Recorded Return To:
ServiceLink
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

Document Title(s)
Home Affordable Modification Agreement (Deed of Trust)

Order No.: 160294910

Reference Number(s) of related document(s)

Instrument No. 201308080091

Additional Reference Numbers on page _____

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

RADER, RICHARD R.

RADER, CHERI

Additional Grantors on page _____

Grantee(s)

CALIBER HOME LOANS, INC

- (Trustee)

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twshp, rng qrtr)

LOT 5, JEFFERSON PLACE, ACCORDING TO PLAT THEREOF, RECORDED IN VOL. 14 OF PLATS, PG 175.

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

45540000050004

Additional Parcel Numbers on page _____

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 requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Original Lender MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans Inc. its successors and assigns dated 08/01/2013 in Original Principal Amount \$203,278.00 as Instrument No. 201308080091 recorded on 08/08/2013 in county of Skagit state of Washington.

Assignment to Caliber Home Loans, INC. was recorded on 06/12/2015 as Instrument No. 201506120035

160094916 [Space Above This Line For Recording Data] _____

VA Loan Number: 464660755210

Service Loan Number: 00009802656703

This document was prepared by: Caliber Home Loans, Inc. 13801 Wireless Way Oklahoma City Oklahoma 73134

Date document prepared: 10/14/2016

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This VA Loan Modification Agreement ("Agreement"), made October 14, 2016 ("Agreement Date"), between RICHARD R. RADER, CHERI RADER ("Borrower") and Caliber Home Loans, Inc. ("Servicer"), as agent for Noteholder ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated August 01, 2013, and recorded in Book of Liber, at page(s), of the Records of, and (2) the Note in the original principal sum of U.S \$203,278.00 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

2004 S 18TH ST MOUNT VERNON, WA 98274,
Borrower located at property address. Parcel ID: 45540000050004
the real property described being set forth as follows:

See Exhibit A

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

The Borrower has requested that the Servicer modify the terms of the Note and Security Instrument. The Servicer has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower and the Servicer agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

In consideration of mutual promised and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Servicer agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 14, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$204,093.97, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Servicer. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000% from November 01, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$974.38, beginning on December 01, 2016, 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 01, 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 Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security Instrument.

If Servicer exercises this option, Servicer 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 may make a full prepayment or partial prepayments without paying any prepayment charge. Servicer will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Servicer may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Servicer agrees in writing to those changes.
5. 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 Agreement Date set forth 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, 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.
6. 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 Servicer's or 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 Servicer or 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 Servicer's and 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 Servicer in connection with this Agreement, including attorney's fees and costs, shall be paid by the Borrower and shall be secured by the

Security Instrument, unless stipulated otherwise by Servicer.

- (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 Servicer, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- 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.

Whereof, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

[Signature] (Seal)
 Caliber Home Loans, Inc. - as agent for Lender

[Signature] (Seal)
 RICHARD R. RADER -Borrower

By: Kendal Brown Loss Mitigation AVP

12-14-16
 Date

2-6-17
 Date of Servicer's Signature

[Signature] (Seal)
 CHERI RADER -Borrower

12-14-16
 Date

VA Loan Number: 464660755210

Servicer Loan Number: 00009802656703

_____ [Space Below This Line For Acknowledgments]

UNOFFICIAL SAMPLE DOCUMENT

State of Washington

County of Skagit

ACKNOWLEDGEMENT

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior/after the notary date.

This record was acknowledged before me on 12/14/2016 (Date) by Richard R. Rader, Printed Name (s) of individual (s) signing document who proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me. (revised 12/29/14)

Personally Known

Or

Production Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Notary Public Print Name Kathleen M. Carpenter



Signature

(Seal)



State of Washington

County of Skagit

ACKNOWLEDGEMENT

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior/after the notary date.

This record was acknowledged before me on 12/14/2016 (Date) by
Cheri Rader, Printed Name (s) of individual (s) signing document who
proved to me on the basis of satisfactory evidence to be the person (s) who appeared before
me. (revised 12/29/14)

Personally Known

Or

Production Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Notary Public Print Name Kathleen M. Carpenter



Signature

(Seal)



State of Oklahoma

County of Oklahoma

On the 6th day of February in the year 2017 before me, the undersigned, a Notary Public in and for the said state, personally appeared Kendal Brown, Loss Mitigation AVP, 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.

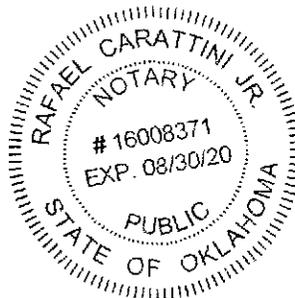
Notary Signature: _____



Printed Name: R. Carattini Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective December 01, 2016, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by RICHARD R. RADER, CHERI RADER (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:
2004 S 18TH ST
MOUNT VERNON, WA 98274

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

12-14-16
Date

Richard R. Rader -Seal
RICHARD R. RADER Borrower

12-14-16
Date

Cheri Rader -Seal
CHERI RADER Borrower

Date

-Seal
Borrower

Date

-Seal
Borrower

2-1-17
Date

By: [Signature]
Caliber Home Loans, Inc.
Kendal Brown Loss Mitigation AVP

VA Loan Number: 464660755210

Servicer Loan Number: 00009802656703

EXHIBIT "A"

Order No.: 620019453

For APN/Parcel ID(s): **P96082 and 4554-000-005-0004**

Lot 5, JEFFERSON PLACE, according to the plat thereof, recorded in Volume 14 of Plats, page 175, records of Skagit County, Washington;

TOGETHER WITH the Easterly 5 feet of the vacated South 18th Street right-of-way, abutting said Lot 5 and as vacated by Ordinance No. 2452, of the City of Mount Vernon, recorded October 1, 1991, under Auditor's File No. 9110010030, records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT B

Caliber Home Loans has taken the position that we will only be using the names appearing on the Note as the names that should appear on the Loan Modification Agreement document.

Per the Mortgage Deed of Trust, Paragraph 12, any Borrower who co-signs the Security Instrument but does not execute the Note is not obligated to pay the sums secured by this Security Instrument; and agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or Note without Borrower's consent. (See Below)

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Therefore, we have not included Carl Russell a signor on the Modification Agreement.