

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



201705180022
Skagit County Auditor \$135.00
5/18/2017 Page 1 of 13 9:27AM

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

Order No.: 170040381

Reference Number(s) of related document(s)

Instrument No. 201507290092

Additional Reference Numbers on page _____

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

O'NEILL, DANNY DEAN

O'NEILL, SALLY

Additional Grantors on page _____

Grantee(s)

CALIBER HOME LAONS, INC

MERS

- (Trustee)

Additional Grantees on page _____

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

A PORTION OF GOVERNMENT LOT 1 AND 2 AND THE E ½ OF THE NW ¼ OF SECTION 31,
TWNSHIP36 N, RNG 5 E,W.M.

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

P106904

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.

Selena Pena

Signature of Requesting Party

Original Lender MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc. its successors and assigns dated 07/24/2015 in Original Principal Amount \$181,316.00 as Instrument No. 201507290092 recorded on 07/29/2015 in county of Skagit state of Washington.

VA Loan Number: 0464660801842

Servicer Loan Number: 9701173305

Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

**Assessor's Parcel or Account
Number:** P106904

Assignment to Caliber Home Loans, INC. was recorded on 08/30/2016 as Instrument No. 201608300147

PREPARED BY CALIBER HOME LOANS, INC LOCATED at 13801 WIRELESS WAY, OKLAHOMA CITY, OK 73134

170040381

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 Loan Modification Agreement ("Agreement"), made April 1, 2017 ("Agreement Date"), between DANNY DEAN O'NEILL and SALLY O'NEILL ("Borrower"), Caliber Home Loans, Inc. ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("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 July 29, 2015, and recorded in Book of Liber NA, at page(s) NA, of the Official Records of Skagit, Washington and (2) the Note in the original principal sum of U.S \$181,316.00 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 Borrower located at property address.
24178 FEATHER LANE, 24178 Feather Lane , Sedro Woolley WA, 98284, SEDRO WOOLLEY, WA 98284,

See Exhibit A

the real property described being set forth as follows:

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

The legal description to the Property may be attached to this Agreement by the Servicer if required.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower and the Lender 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 Lender 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 April 1, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$185,590.51, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.

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 4.625%, from April 1, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$954.19, beginning on May 1, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.625% will remain in effect until principal and interest are paid in full. If on April 1, 2047 (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.

2. 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.

3. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender 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 Lender agrees in writing to those changes.
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 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.
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

(D) All costs and expenses incurred by Lender 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 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.

6. 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.

Borrower

DANNY DEAN O'NEILL 3-28-17 Date Seal

Sally O'Neill 3-28-2017
SALLY O'NEILL Date Seal

Lender

Caliber Home Loans, Inc.

Robin Brooks

MAR 30 2017

Date

Robin Brooks Sr. Loss Mitigation Analyst

Mortgage Electronic Registration Systems, Inc. ("MERS")

James M. May

4.24.17

Date

MERS - Nominee for Lender

Acknowledgment

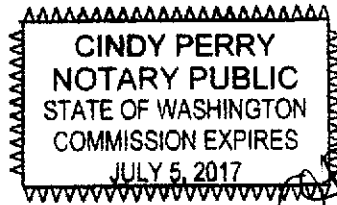
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that DANNY DEAN O'NEILL 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 the instrument.

Dated: March 28th 2017

Cindy Perry
Notary Public in and for the
State of Washington, residing at
Sedro-Woolley



CINDY PERRY
 (Print Name)

My appointment expires: July 5, 2017

Acknowledgment

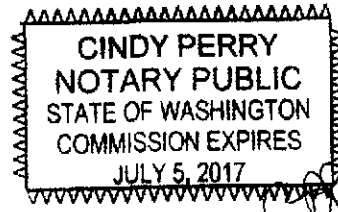
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that SALLY O'NEILL 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 the instrument.

Dated: March 28th 2017

Cindy Perry
Notary Public in and for the
State of Washington, residing at
Seal: Woolley



CINDY PERRY
 (Print Name)

My appointment expires: July 5, 2017

VA Loan Number: 0464660801842

Servicer Loan Number: 9701173305

State of Oklahoma

County of Oklahoma

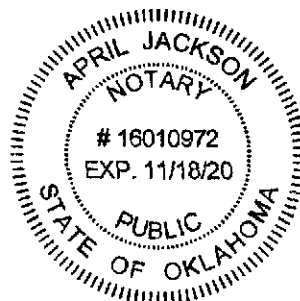
On the 30th day of March in the year 2017 before me, the undersigned, a Notary Public in and for the said state, personally appeared Robin Brooks, Sr. Loss Mitigation Analyst, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed 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: April Jackson

Printed Name: April N. Jackson, 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



Mortgage Electronic Registration Systems, Inc. ("MERS")

Aimee McHargue 4-24-17
Aimee McHargue, Assistant Secretary Date

VA Loan Number: 0464660801842
Servicer Loan Number: 9701173305

Acknowledgment

State of Oklahoma

County of Oklahoma

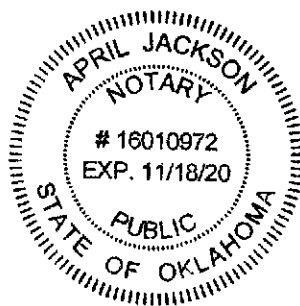
On the 25th day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Aimee McHargue Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to 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: April N. Jackson

Printed Name: April N. Jackson, 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 12/29/14)

Stamp Seal Below



Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective April 1, 2017, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by DANNY DEAN O'NEILL and SALLY O'NEILL (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

24178 FEATHER LANE, 24178 Feather Lane , Sedro Woolley WA, 98284
SEDRO WOOLLEY, WA 98284

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.

Borrower


DANNY DEAN O'NEILL

3-28-17
Date


SALLY O'NEILL

3-28-2017
Date

Lender

Caliber Home Loans, Inc.

Robin Brooks

MAR 30 2017

Date

Robin Brooks Sr. Loss Mitigation Analyst

GSE Loan Number: 0464660801842

Servicer Loan Number: 9701173305

EXHIBIT "A"
TO DECLARATION FOR
EAGLE VALLEY P.U.D.

LEGAL DESCRIPTION OF LAND WITHIN THE P.U.D.

The legal description of the land on which the Lots, Common Areas and improvements of the P.U.D. are located is as follows:

Tract "B" of Short Plat No. 12-88, approved December 15, 1988, and recorded December 21, 1988, in Book 8 of Short Plats, pages 99 and 100, records of Skagit County, Washington, under Auditor's File No. 8812210004; being a portion of Government Lots 1 and 2 and the East 1/2 of the Northwest 1/4 of Section 31, Township 36 North, Range 5 East, W.M.

EXCEPTING therefrom that portion conveyed to the State of Washington by Deed recorded December 13, 1990, under Auditor's File No. 9012130056.

SUBJECT TO: Covenants and Easements of record, and a fence line encroachment depicted upon Short Plat No. 12-88.