

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

Document Title(s)
Loan Modification Agreement

Order No.: 180350003 - SEL
Reference Number(s) of related document(s): 200705090088

Grantor(s) (Last, first and Middle Initial)
GILFILLAN, DANNY A
Additional Grantors on page _____

Grantee(s)
SELENE FINANCE LP
- (Trustee)
Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr)
LOT 14 N 50 FT ALL IN BLK 4 HILLCREST PARK ADDITION TO MOUNT VERNON SKAGIT WA
Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number
P53214
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. Fee for non-standard processing is \$50.

Signature of Requesting Party

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180 350003 - sel

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Investor Loan No: 1312000214

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: P53214

Abbreviated Legal Description: Abbreviated Legal Description as follows: Lt 13 Hillcrest Pr Addition

Full legal description located on page: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement"), made this 20th day of March, 2019, between DANNY A GILFILLAN A/K/A DANNY GILFILLAN, AS HIS SEPARATE ESTATE ("Borrower") and SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for Bronze Creek Title Trust 2014-NPL1 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 2, 2007, in the amount of \$198,432.00 and recorded on May 9, 2007 in Book, Volume, or Liber No. , at Page (or as Instrument No. 200705090088) , of the Official (Name of Records) Records 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
 1911 SOUTH 16TH STREET, MOUNT VERNON, WA 98274
 (Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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 March 1, 2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$337,959.08, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



2. \$78,059.08 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 \$259,900.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.500%, from March 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$1,168.41, beginning on the 1st day of April, 2019, 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 4.500% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be March 1, 2049.
3. Borrower 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 Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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, 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 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



* 8 8 3 2 1 5 *

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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

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.

DANNY A GILFILLAN
DANNY GILFILLAN

_____ (Seal)	_____ (Seal)
DANNY A GILFILLAN A/K/A -Borrower	-Borrower
DANNY GILFILLAN	
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

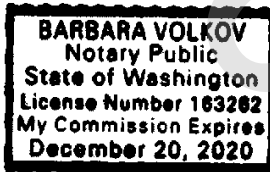


ACKNOWLEDGMENT

State of WA §
 County of Skagit §
 §

On this day personally appeared before me DANNY A GILFILLAN A/K/A DANNY GILFILLAN to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand this 25th day of March 2019.



Barbara Volkov
 Signature

Barbara Volkov
 Printed Name

Notary Public
 Title of Officer

Bellingham WA (whatcom)
County
 Place of Residence of Notary Public

My Appointment Expires: 12/20/2020

(Seal or Stamp)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
 SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, doing business as
 Christiana Trust, not in its individual capacity, but solely as trustee for Bronze Creek Title Trust 2014-NPL1

By: Tonya Higginbotham 3/29/19
 Assistant Vice President -Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 3/29/2019 by
Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney
 in fact for Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual
 capacity, but solely as trustee for Bronze Creek Title Trust 2014-NPL1, a Delaware limited partnership, on
 behalf of the limited partnership. He/she is personally known to me or who has produced
nm as identification.



Kristina Gorman
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG068928
 Expires 2/2/2021

Signature of Person Taking Acknowledgment

Kristina Gorman

Name Type, Printed or Stamped

Title or Rank

Serial Number, if any: _____

My Commission Expires: 2/2/2021

(Seal)



EXHIBIT A**BORROWER(S): DANNY A GILFILLAN A/K/A DANNY GILFILLAN, AS HIS SEPARATE ESTATE****LOAN NUMBER: 883215****LEGAL DESCRIPTION:****STATE OF WASHINGTON, COUNTY OF SKAGIT, AND DESCRIBED AS FOLLOWS:**

THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS: LOT 13, EXCEPT THE SOUTH 5 FEET THEREOF AND LOT 14, EXCEPT THE NORTH 50 FEET THEREOF, ALL IN BLOCK 4, "HILLCREST PARK ADDITION TO MOUNT VERNON", AS PER PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE 8, IN THE RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF MOUNT VERNON FOR STREET PURPOSES BY DEED DATED JULY 13, 1955, RECORDED AUGUST 22, 1955, UNDER AUDITOR'S FILE NO. 522859.

Assessor's Property Tax Parcel or Account Number: P53214**ALSO KNOWN AS: 1911 SOUTH 16TH STREET, MOUNT VERNON, WA 98274**

Loan No. **883215**

Borrower(s): **DANNY A GILFILLAN A/K/A DANNY GILFILLAN, AS HIS SEPARATE ESTATE**

BALLOON PAYMENT / DEFERRED BALANCE RIDER

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this **20TH** day of **MARCH, 2019**, (this "Rider") by and between the undersigned borrower (the "Borrower") and **SELENE FINANCE LP**, as attorney in fact for **Wilmington Savings Fund Society, FSB**, doing business as **Christiana Trust**, not in its individual capacity, but solely as trustee for **Bronze Creek Title Trust 2014-NPL1** (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain **LOAN MODIFICATION AGREEMENT** (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. Borrower understands that he/she must repay the entire unpaid principal balance of the loan and interest on **MARCH 1, 2049** (Maturity). If the loan is not paid off prior to that date, a Balloon Payment in the amount of **\$112,742.46**, will be due on Maturity.
3. The Agreement includes a non-interest bearing deferred principal balance balloon payment of **\$78,059.08** that will be due at the Maturity of the loan (the "Non-Interest Balloon Amount"). The Non-Interest Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Non-Interest Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance.
4. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be **\$190,801.54** (the "Final Payment Amount").



5. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.

DANNY A GILFILLAN
DKA DANNY GILFILLAN (Seal) 3/23/2019
Borrower Name: DANNY A GILFILLAN A/K/A Date
DANNY GILFILLAN

Borrower Name: (Seal) _____
Date

Borrower Name: (Seal) _____
Date

Borrower Name: (Seal) _____
Date



Loan No. 883215

Borrowers ("Borrower"): DANNY A GILFILLAN A/K/A DANNY GILFILLAN, AS HIS SEPARATE ESTATE

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 20th day of, March, 2019, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for Bronze Creek Title Trust 2014-NPL1, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Escrow Items

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. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Danny A Gilfillan
DANNY GILFILLAN

(Seal)
DANNY A GILFILLAN A/K/A -Borrower
DANNY GILFILLAN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

