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Document Title(s) (or transactions contained therein)

1. Loan Modification Agreement Fixed Rate (3179)

1907445064 KAM

Received

AUG 09 2019

Fay Servicing, LLC

Grantor(s):

1. RAYMOND E LOKKEBO AND STEPHANIE L LOKKEBO

Grantee(s):

1. Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as Trustee for
CVI CGS Mortgage Loan Trust I

2. Trustee(s):

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

1. ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: PTN. LOTS 2 AND 3, BLOCK 110,
PLAT OF THE TOWN OF SEDRO

2. Additional Legal Description is on attached Exhibit A

Assessor's Property Tax Parcel or Account Number at the time of recording:

P111183

Reference Number(s) of Documents assigned or released:

1. Instrument Number 200702280208

2.

Additional reference #'s on page _____ of document



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Investor Loan No: 351715378

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: P111183

Abbreviated Legal Description: **Abbreviated Legal Description as follows: Ptn. Lots 2 and 3, block 110, plat of the town of sedro**

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

This Loan Modification Agreement ("Agreement"), made this **22nd** day of **July, 2019**, between **RAYMOND E LOKKEBO AND STEPHANIE L LOKKEBO** ("Borrower") and **Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as Trustee for CVI CGS Mortgage Loan Trust I** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **February 23, 2007**, in the amount of **\$180,000.00** and recorded on **February 28, 2007** in Book, Volume, or Liber No. , at Page (or as Instrument No. **200702280208**) , 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

731 JENNINGS ST, SEDRO WOOLLEY, WA 98284
(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 **September 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$145,888.50**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



★ 2 0 7 6 7 5 ★

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 4.490%, from August 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$654.92, beginning on the 1st day of September, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.490% will remain in effect until principal and interest are paid in full. If on July 1, 2037 (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 this 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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, 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 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. 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.



Raymond E Lokkebo (Seal)
RAYMOND E LOKKEBO -Borrower

Stephanie L Lokkebo (Seal)
STEPHANIE L LOKKEBO -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ACKNOWLEDGMENT

State of Washington§
§
§County of Skagit

On this day personally appeared before me **RAYMOND E LOKKEBO AND STEPHANIE L LOKKEBO** 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 17th day of August 2019.



Teresa Hanford
Signature

Teresa Hanford
Printed Name

Notary Public
Title of Officer

Sedro Woolley
Place of Residence of Notary Public

(Seal or Stamp)

My Appointment Expires: 4-19-22

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as Trustee for CVI CGS
Mortgage Loan Trust I

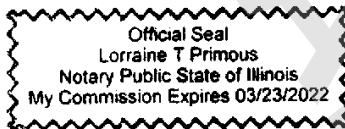
By: [Signature] 8/15/2019
-Lender Date of Lender's Signature
Juliet Muller
Vice President

ACKNOWLEDGMENT

State of IL
County of COOK

§
§
§

This instrument was acknowledged before me on 8-15-19 by JULIET MULLER as VP
of Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National
Association, as Trustee for CVI CGS Mortgage Loan Trust I.



Lorraine T. Primous
Signature of Notary Public
LORRAINE T PRIMOUS
Printed Name
NOTARY
Title or Rank

(Seal)

Serial Number, if any: 882753



EXHIBIT A

BORROWER(S): RAYMOND E LOKKEBO AND STEPHANIE L LOKKEBO

LOAN NUMBER: 207675

LEGAL DESCRIPTION:

STATE OF WASHINGTON, COUNTY OF SKAGIT, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT: LOT 2, EXCEPT THE EAST 20 FEET AND ALL OF LOT 3, BLOCK 110, PLAT OF THE TOWN OF SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON. WHICH CURRENTLY HAS THE ADDRESS OF 731 JENNINGS STREET, SEDRO WOOLLEY, WASHINGTON 98284.

Assessor's Property Tax Parcel or Account Number: P111183

ALSO KNOWN AS: 731 Jennings St, Sedro Woolley, WA 98284



Account No. 207675
Mortgagor(s): **RAYMOND E LOKKEBO and STEPHANIE L LOKKEBO**

BALLOON PAYMENT RIDER

(For Fixed Interest Rate Modifications with Balloon Payment)

THIS BALLOON PAYMENT RIDER is made this **22ND** day of **JULY, 2019**, (this "Rider") by and between the undersigned mortgagor (the "Mortgagor") and **Fay Servicing LLC as Attorney in Fact for U.S. Bank Trust National Association, as Trustee for CVI CGS Mortgage Loan Trust I** (the "Lien Holder") 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, Mortgagor and Lien Holder entered into the Agreement in order for Lien Holder to provide Mortgagor with a more affordable mortgage payment;

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

WHEREAS, Lien Holder and Mortgagor have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Mortgagor's Loan Modification Agreement contains the following balloon payment(s).
2. The Balloon Payment is in the amount of **\$109,976.05** that will be due at the Maturity of the Loan (the "Balloon Amount"). The 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 Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.
3. The total amount of all balloon payments, pursuant to the terms of the Agreement shall be **\$109,976.05** (the "Balloon Payment").
4. The above Balloon Payment amount is based on all other monthly payments being paid as scheduled. However, if Mortgagor is still obligated under the terms of the Agreement at Maturity, or upon sale, any unpaid balance including interest on the Account shall be paid to the Lien Holder at that time.



5. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE MORTGAGOR'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE MORTGAGOR PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.

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

Raymond E Lokkebo (Seal) 8-7-2019
Mortgagor Name: RAYMOND E LOKKEBO Date

Stephanie L Lokkebo (Seal) 8-7-2019
Mortgagor Name: STEPHANIE L LOKKEBO Date

____ (Seal) _____
Mortgagor Name: Date

____ (Seal) _____
Mortgagor Name: Date

