

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

**Document Title(s)**  
**Loan Modification Agreement**

**Order No.: 200121725**

**Reference Number(s) of related document(s) 200806090169**

**Grantor(s) (Last, first and Middle Initial)**  
HETTINGER, MARLENE M  
Additional Grantors on page \_\_\_\_\_

**Grantee(s)**  
ALLY BANK CORP.  
**- (Trustee)**  
Additional Grantees on page \_\_\_\_\_

**Legal Description (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr)**  
LOT 20 PLAT OF NORTH CENTRAL DIVISION VOL 15 OF PLATS PGS 46 AND 47 SKAGIT COUNTY  
WA  
Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**  
45860000200009  
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

Investor Loan #0057814006  
 MIN #100072400000120561  
 Custodian ID: AM000  
 This document was prepared by:  
 Central Loan Administration & Reporting

**After Recording Return To:**  
 Central Loan Administration & Reporting  
 Attention: HELOC Department  
 425 Phillips Blvd  
 Ewing, NJ 08618

\_\_\_\_\_|Space Above This Line For Recording Data|\_\_\_\_\_

**HELOC TO CLOSED-END FIXED RATE LOAN  
 MODIFICATION AGREEMENT**

200121725

APN # 45860000200009

This HELOC to Closed-End Fixed-Rate Loan Modification Agreement ("Agreement") made this **October 30, 2019** ("Effective Date"), between **Marlene M. Hettinger** ("Borrower") and **Ally Bank Corp.** ("Lender"), amends the CMG Home Ownership Accelerator Line of Credit Agreement and Disclosure Statement ("the HELOC Agreement") dated **June 04, 2008** in the original principal amount of Two Hundred Twenty Three Thousand Dollars and No/100 Cents (**\$ 223,000.00**) executed by Borrower and CMG Mortgage, Inc. ("Original Lender"). This Agreement remains secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the HELOC Agreement and recorded on **June 9, 2008** in Book N/A, Pages 1 through 18, and Document No. 200806090169 in the real property records of **Skagit County, WA**. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation that is acting solely as nominee for Lender. MERS is organized and existing under the laws of Delaware and has an address of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Security Instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at 610 Cedar Tree Dr Sedro Woolley, WA 98284, which real property is more particularly described as follows:

**See 'Exhibit A' attached**

In consideration of the mutual promises and agreements contained herein, (notwithstanding anything to the contrary contained in the HELOC Agreement, the Security Instrument, or any related document evidencing Borrower's obligations under the HELOC Agreement):

1. Borrower hereby acknowledges and reaffirms all indebtedness existing under the HELOC Agreement, as amended by this Agreement, and jointly and severally promises to pay to the order of Lender, in accordance with the payment schedule set forth below, the New Principal Balance (as defined below), together with interest on the New Principal Balance at the rate(s) provided below, along with any

other amounts that may become due under the terms of the HELOC Agreement or the Security Instrument.

2. Borrower acknowledges is not being refinanced, renewed, or paid in full. Rather, the HELOC Agreement is being modified from a revolving home equity line of credit to a **thirty-year**, fixed rate, fully amortizing mortgage loan ("Loan") which does not allow Borrower to obtain additional advances as permitted under the HELOC Agreement. After signing this Agreement, if Borrower repays any portion of the principal amount of the Loan, Borrower will not be permitted to re-borrow any principal amount repaid.
3. Borrower acknowledges and agrees that as of the Effective Date:
  - (a)
    - (i) the Accelerator Account Balance, as defined in the HELOC Agreement, outstanding as of the Effective Date, is **\$ 208,894.00** and
    - (ii) If applicable: Lender agrees to forgive **\$ \_\_\_\_\_ .00** of the Accelerator Account Balance;
  - (b) Borrower acknowledges that if this Agreement provides forgiveness for any of the Principal Balance, such forgiveness may have tax consequences and Borrower should consult Borrower's tax advisor;
  - (c) the "New Principal Balance", is **\$ 208,794.00**, representing the difference between (1) the Accelerator Account Balance shown above in Section 3(a)(i), and (2) the amount of any applicable forgiveness shown above in Section 3(a)(ii).
  - (d) As of the Effective Date, interest will be charged on the New Principal Balance, at the yearly rate of **3.750%**,
  - (e) As of the Effective Date, the new Maturity Date (as defined below) is **November 01, 2049**;
  - (f) The Borrower promises to pay the New Principal Balance, plus interest, to the order of the Lender, as detailed in the Payment Schedule for the New Principal Balance set forth below;
  - (g) The entire New Principal Balance is and shall continue to be secured by the lien on the Property covered by the Security Instrument.
4. Borrower and Lender agree that the terms of the HELOC Agreement are hereby amended as follows:
  - a. The period during which amounts may be advanced to Borrower under the HELOC Agreement, if not already terminated, terminates on the Effective Date.
  - b. Beginning on the Effective Date, no further advances will be made in connection with the HELOC Agreement and the Accelerator Account will be cancelled.

- c. The Checking Account associated with the HELOC Agreement will be closed as of the Effective Date. Borrower will immediately destroy all checks, debit cards, and other devices used to access the Accelerator Account.
- d. Borrower represents that as of the Effective Date, no debit is outstanding as a result of the issuance or use of any check, debit card, or other device associated with the Accelerator Account.
- e. Borrower understands and agrees that, if any debit is outstanding as a result of the issuance or use of any device associated with the Accelerator Account and such debit is presented for payment after the Effective Date, such debit will be returned unpaid.
- f. Any provision for an annual fee on your Account no longer applies for fees to be charged after the Effective Date. If applicable, a pro-rata portion of the annual fee for the current year will be credited to your Loan as of the Effective Date.
- g. As used in this Agreement, the "Maturity Date," which is the date on which the New Principal Balance will be payable, in full, in a single payment, means the earliest of the following dates to occur: (i) **November 01, 2049**; or (ii) the date upon which Lender requires immediate payment of the loan following the occurrence of any default or event, including but not limited to a "**Due on Sale Event**" (as defined below), permitting Lender to take such action. If on the Maturity Date, Borrower still owes any amounts under the HELOC Agreement or the Security Instrument (as modified herein), Borrower will pay such amounts in full on such date in a single payment.
5. Notwithstanding any provision of the HELOC Agreement that provides that interest on the unpaid principal balance will be based on an index (such as the prime rate) plus a margin, or will vary based on changes in an index, Borrower promises to pay interest on the unpaid balance of the New Principal Balance at the rate of **3.750%** from **November 01, 2019** until that balance is paid in full.
6. Borrower promises to make monthly principal and interest payments of \$ **966.96**, beginning on **December 01, 2019** and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below, until the New Principal Balance, and interest thereon, is paid in full. Borrower will make such payments at PO Box 11733 Newark, NJ 07101 or at such other place as Lender may require. If escrow payments are required for items such as hazard insurance or property taxes, such escrow payments are shown in the Payment Schedule as well, and the Total Monthly Payment may increase or decrease from time to time as the amounts required for escrow items change.

## PAYMENT SCHEDULE FOR NEW PRINCIPAL BALANCE

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
<u>3.750%</u>	<u>November 01, 2019</u>	<u>\$ 966.96</u>	<u>\$ .00*</u> *adjusts periodically	* *adjusts periodically	<u>December 01, 2019</u>	<u>November 01, 2049</u>

7. If Lender has not received the full amount of any scheduled monthly payment within 15 days after the Payment Due Date, Borrower will pay a late charge to Lender, calculated based on the monthly payment amount required under this Agreement, subject to any maximum charge, as provided in the HELOC Agreement or by applicable law. The late charge is not in lieu of any other remedy of Lender, including any default remedy.
8. [Missouri Only: The following notice is provided to you as required by Mo. Rev. Stat. 427.120: Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the costs of insurance you may be able to obtain on your own.]
9. The Loan is, and shall continue to be, secured by all liens and security interests described in the Security Instrument. The modification of the HELOC Agreement and Security Instrument shall in no manner affect or impair the HELOC Agreement, any indebtedness that arose under the HELOC Agreement, or any liens and security interests securing the same. Borrower expressly acknowledged acknowledges and agrees that the lien and security interests described in the Security Instrument are valid and subsisting and in full force and effect.
10. If all or any part of the Property under the Security Instrument or any interest in it 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 (a "Due on Sale Event"), Lender may, at its option, require immediate payment in full of all sums (including but not limited to the New Principal Balance) secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. 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 the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

11. All covenants, agreements, stipulations, conditions in the HELOC Agreement and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of Borrower's obligations or liabilities under the HELOC Agreement 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 HELOC Agreement and Security Instruments, 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. In the event of any inconsistency between this Agreement and the terms of the HELOC Agreement and Security Instrument, this Agreement shall govern.
12. Except as otherwise specifically provided in this Agreement, the HELOC Agreement and the Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the HELOC Agreement and Security Instrument.
13. Except as Borrower has disclosed in writing to Lender, Borrower represents and warrants that there are no other liens or encumbrances on the Property of which Borrower is aware.
14. This Agreement is binding upon Lender and its successors and assigns, and Borrower and its heirs, successors, and legal representatives. Borrower may not assign or transfer the rights or obligations under this Agreement without prior written authorization from Lender.
15. Lender does not, by its execution of this Agreement, modify or waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
16. The entire Agreement between Lender and Borrower regarding the Loan is embodied in the HELOC Agreement, Security Instrument, and this Agreement. [Washington Only: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.] [Missouri Only: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify.]

17. 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, administrators, and assigns of the Borrower.
18. This Agreement shall become effective once all "conditions to Lender's obligation" herein have been satisfied. The "conditions to Lender's obligation" in this Agreement are: (a) Borrower has executed and returned this Agreement to Lender, appropriately acknowledged by a notary and/or witnessed, as applicable, and (b) Borrower has complied with any other applicable conditions or requirements in the letter by which this Agreement was sent to Borrower, including, but not limited to, any applicable payment to be made by Borrower to Lender and the furnishing, if required, of evidence of the lien status of the Security Instrument against the Property.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGES THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE HELOC AGREEMENT AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SET FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

11-2-19      Marlene M. Hettinger  
Date              Marlene M. Hettinger

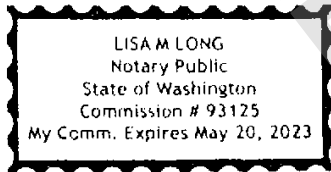
\_\_\_\_\_  
Date

**BORROWER ACKNOWLEDGEMENT**

State of Washington  
County of Skagit

On this 2<sup>nd</sup> day of November, 2019, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Marlene M. Hettinger, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledge that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for purposes therein contained.

Witness my hand and official seal.



Lisa M. Long  
Notary Public  
My Commission Expires: 5/20/2023

UNOFFICIAL DOCUMENT

Mortgage Electronic Registration Systems, Inc. Nominee for Lender

By: Mark F. Kelbaugh

Title: VICE PRESIDENT

Date: January 24, 2020

**LENDER ACKNOWLEDGMENT**

State of NEW JERSEY  
County of MERCER

On this 24<sup>th</sup> day of January, 2020 before me, the undersigned, a Notary Public in and for said county and state, personally appeared MARK F. KELBAUGH, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument as VICE PRESIDENT of Central Loan Administration & Reporting, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for purposes therein contained.

Witness my hand and official seal.

JEANIE M. MCCORMACK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires November 4, 2021  
ID# 2455869

Jeanie E. McCormack  
Notary Public  
My Commission Expires: 11/4/21

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Lot 20, "PLAT OF NORTH CENTRAL DIVISION," as per plat recorded in Volume 15 of Plats, pages 46 and 47, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Doc 200806090169  
6/9/08 - Pec

Loan No: 91500888  
Washington Line of Credit Deed of Trust with MERS  
(00022595:1M)



200806090169  
Skagit County Auditor

8/9/2008 Page 15 of 18 3:38PM