

After Recording Return To:  
CoreLogic SolEx  
1625 NW 136th Ave, Ste E100  
Sunrise, FL 33323

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**This Document Prepared By:**

Name: *T. Henry Barrett*  
CoreLogic SolEx  
1625 NW 136th Ave, Ste E100  
Sunrise, FL 33323

Document Title: **LOAN MODIFICATION AGREEMENT**

Reference numbers of related documents: 201912190090  
on page \_\_\_\_\_ of document

**Grantor(s):**

- 1. CESAR NIETO
- 2. GISELA L. NIETO
- 3.
- etc. additional names on page \_\_\_\_\_ of document

**Grantee(s)/ Beneficiary(ies):**

- 1. LAKEVIEW LOAN SERVICING, by LoanCare, LLC as agent under Limited POA
- 2.
- 3.
- etc. additional names on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel Account Number(s): P80823 / 4378-000-002-0004

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 2, CORRECTED PLAT OF BURLINGTON HILL ESTATES, DIVISION NO. 2, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



WASHINGTON COVER PAGE

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Parcel ID Number: P80823 / 4378-000-002-0004  
Prior instrument reference: Instrument No:  
201912190090, of the Official Records of SKAGIT  
County, WA.

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Original Recording Date: **December 19, 2019**  
Original Loan Amount: **\$332,859.00**  
New Money: **\$32,173.17**

Loan No: **0047739651**  
MIN Number: **100820997677859764**  
FHA Case No.: **566-2973779-703**

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of April, 2022, between **CESAR NIETO and GISELA L. NIETO** whose address is **19888 HILL CT, BURLINGTON, WA 98233** ("Borrower") and **LAKEVIEW LOAN SERVICING, by LoanCare, LLC as agent under Limited POA** which is organized and existing under the laws of **The United States of America**, and whose address is **3637 Sentara Way, Virginia Beach, VA 23452** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **December 19, 2019** and recorded in **Instrument No: 201912190090** and recorded on **December 19, 2019**, of the Official Records of **SKAGIT County, WA** 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

**19888 HILL CT, BURLINGTON, WA 98233,**  
(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 **May 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$290,752.42**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$21,900.68** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **3.875%**, from **May 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,367.23**, beginning on the **1st day of June, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2052** (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 the Security Instrument.

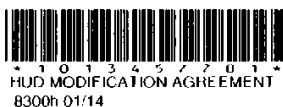
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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; and
  - (b) all terms and provisions of any adjustable rate rider, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge



in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
8. Borrower further understands and agrees that:
  - (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.
  - (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
  - (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.



(d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.

(e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.

9. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

10. This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WA, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$328,401.00. The principal balance secured by the existing security instrument as a result of this Agreement is \$290,752.42, which amount represents the excess of the unpaid principal balance of this original obligation.



Cesar Nieto  
CESAR NIETO -Borrower

Date: 4-22-22

Gisela L. Nieto  
GISELA L. NIETO is signing solely to acknowledge this document, but not to incur any personal liability for the debt.

Date: 4/22/22

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Washington

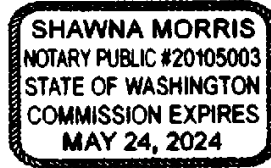
County of Snohomish

I certify that I know or have satisfactory evidence that **CESAR NIETO and GISELA L. NIETO**, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 04-22-2022

Shawna Morris  
Signature of Notary

Notary Public  
Title



My Commission expires: May 24, 2024  
Origination Company:  
NMLSR ID:



\* 0 0 4 7 7 3 9 6 5 1 \*



\* 7 5 0 2 0 0 + 2 5 \*



\* 1 0 1 3 4 5 7 7 0 1 \*  
HUD MODIFICATION AGREEMENT  
8300h 01/14

**LoanCare LLC, as Agent under Limited POA for LAKEVIEW LOAN SERVICING**

By: Yolanda Kendle (Seal) - Lender

Name: Yolanda Kendle

Title: **Assistant Secretary**

APR 28 2022

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of Florida

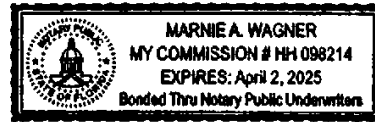
County of Broward

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization,

this 28th day of April, 2022, by Yolanda Kendle, Assistant Secretary of LoanCare LLC, as Agent under Limited POA for LAKEVIEW LOAN SERVICING.

Marnie A. Wagner  
(Signature of Notary Public - State of Florida)

Marnie A. Wagner  
(Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known  OR Produced Identification

Type of Identification Produced



Nicole Manning APR 28 2022  
Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Nicole Manning

Title: **Assistant Secretary**

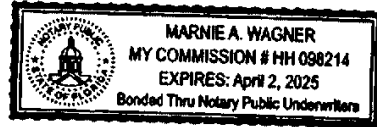
\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of FLORIDA  
County of BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,

this 28 day of April, 2022, by Nicole Manning, Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

Marnie A Wagner  
(Signature of Notary Public - State of Florida)



Marnie A. Wagner

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known        OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**Exhibit "A"**

Loan Number: 0047739651

Property Address: 19888 HILL CT, BURLINGTON, WA 98233

**Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 2, CORRECTED PLAT OF BURLINGTON HILL ESTATES, DIVISION NO. 2, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



\* 0 0 4 7 7 3 9 6 5 1 \*

12338 06/18 Exhibit A Legal Description Attachment



\* 7 5 0 2 0 0 + 2 5 \*

Page 1 of 1