

RECORDING REQUESTED BY & RETURN TO:  
BANK OF AMERICA, N.A.  
6860 Argonne St, Unit A  
Denver, CO 80249

**LOAN MODIFICATION AGREEMENT**

Prepared by: Benjamin Wirchak  
BANK OF AMERICA, N.A.  
6860 Argonne St, Unit A  
Denver, CO 80249  
REC#: 877374  
1-720-445-3581

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**GRANTOR(S):** Carmen M Krieger  
20106 State Route 9, Mount Vernon, WA 98274

**GRANTEE:** Bank of America, N.A.  
6860 Argonne St, Unit A, Denver, CO 80249

**Prev. Rec. Info:** 09/23/2010 INST# 201009230054  
**Legal ABR:** Tract 2 of Skagit County Short Plat No. 1-87

**Auditor's Reference #:** 201009230054  
**APN:** 330518-1-001-0300

**ORIGINAL MTG:** \$ 187,475.00  
**NEW MTG:** \$ 124,275.11  
**NEW MONEY:** \$ 0.00

Investor Loan # 0205612717

**When Recorded Return To:**

Bank of America, N.A.

6860 Argonne St

Unit A

Denver, CO 80249

Rec # 877374

This document was prepared by **BANK OF AMERICA, N.A.**

Document No.: 065225258967105A

PR: 9/23/2010 INST# 201009230054

\_\_\_\_\_ Space Above for Recorder's Use \_\_\_\_\_

**LOAN MODIFICATION AGREEMENT**

**(FHA Insured) (FHA-Modification with Partial Claim)**

**Borrower ("I"):** Carmen M Krieger

Original Lender/Beneficiary Lender or Servicer ("Lender"): Bank of America, N.A.

**Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):**

**September 16, 2010**

**FHA Loan Number: 7528566003815270398274**

Property Address: (See Exhibit A for Legal Description if applicable) "Property":

20106 STATE ROUTE 9, MOUNT VERNON, WA 98274-8079

~~See Exhibit B for assignments of record if applicable.~~ *BW*



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**Important Disclosures:** The Federal Housing Administration (FHA) requires that Lender provide you with information to help you understand the modified mortgage and partial claim terms that are being offered to you. Lender must timely provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage and partial claim to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 are still true in all material respects and if I have satisfied all of the preconditions in Section 2, this Loan Modification Agreement ("Agreement") will, as set forth in Section 3, modify (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are called the "Loan Documents." If there is more than one borrower or mortgagor executing this document, each is referred to as "I," "my" includes "our," and the singular includes the plural and vice versa. Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in the Mortgage and/or Note, as applicable.

**1. My Representations.** I certify, represent to Lender, and agree:

- A. I need assistance with the mortgage payments.
- B. The Property has not been condemned and has no material adverse physical condition(s). The Property has no more than four units.
- C. Except as previously disclosed to Lender, I am not a borrower on any other FHA-insured mortgage.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. Under penalty of perjury, I provided Lender with full and complete information that, when provided, accurately stated my income, expenses, and assets. To the extent requested by Lender, I provided documents that supported that information. However, I was not required to disclose child support or alimony, unless I chose to rely on such income to qualify for the FHA-Modification with Partial Claim Program ("Program") or for another loan assistance option.
- F. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement, subject to applicable law.
- G. If I received a discharge of this debt in a Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

**2. Acknowledgements and Preconditions to Modification.** I understand, acknowledge, and agree:



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- A.** As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the required subordinate mortgage loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.
- B.** Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
- C.** Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents, subject to applicable law.
- D.** The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.
- 3. The Modification.** I understand, acknowledge, and agree:
- A.** If all of my representations in Section 1 above continue to be true and correct and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on April 1, 2024 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification have not been made, this modification will not take effect.
- B.** The new Maturity Date will be March 1, 2064.
- C.** The modified principal balance of the Note may include amounts and arrearages (including unpaid and deferred interest, foreclosure legal fees and costs, escrow items, and other costs, but excluding unpaid late charges and administrative fees, collectively "Unpaid Amounts") less any amounts paid to Lender but not previously credited to the Loan. The new principal balance of the Note will be \$124,275.11 (the "New Principal Balance"). In servicing the loan, the Bank may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear, subject to applicable law, on the monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. These fees and charges may be paid at any time. If not previously paid, these fees and charges must be paid, subject to applicable law, at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date the entire New Principal Balance is paid, or (3) the Maturity Date.
- D.** I promise to pay the New Principal Balance, plus interest, to the order of Lender.



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- E. The annual interest rate on the New Principal Balance will be 5.000%, beginning March 1, 2024, both before and after any new default. This fixed interest rate will remain in effect until the principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
- F. On April 1, 2024 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$882.57 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$599.25, plus the current required escrow payment of \$283.32. The required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, the total monthly payment would change accordingly.
- G. I will be in default if I do not comply with the terms of the Modified Loan Documents.

**4. Additional Agreements.** I understand and agree:

- A. I accept the risks of entering into this Agreement. These risks include (but are not limited to)
  - (1) The subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The subordinate lien may also make it more difficult to get additional subordinate lien financing.
  - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B. I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks recordation, subject to applicable law.
- C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may, subject to applicable law, continue to be held liable for the obligation under the Loan Documents); or (3) Lender waived this requirement in writing.



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- D.** This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- E.** All terms and provisions of the Loan Documents, except as expressly modified by this Agreement or applicable law, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of the Modified Loan Documents.
- F.** The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed, unless otherwise modified by law.
- G.** I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- H.** I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Program.
- I.** Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of the trial period plan and this Agreement by Lender to (1) any investor, insurer, guarantor,



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or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counseling agency.

- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents").

I will deliver the Replacement Documents to Lender within ten days after I receive Lender's written request for such Replacement Documents.



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In Witness Whereof, the Lender and I have executed this Agreement.  
(Signatures must be signed exactly as printed, original signature required and no photocopies accepted.)



Carmen M Krieger  
Carmen M Krieger

(Must be signed exactly as printed)

Feb 19 2024

Signature date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Washington  
COUNTY OF Skagit

On the 9<sup>th</sup> day of February in the year 2024 before me, the undersigned, a Notary Public, personally appeared Carmen M Krieger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

Megan Hobbs

Megan Hobbs

Notary Signature

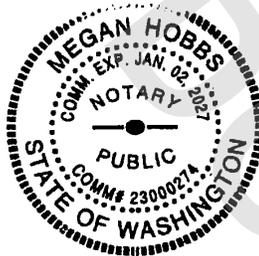
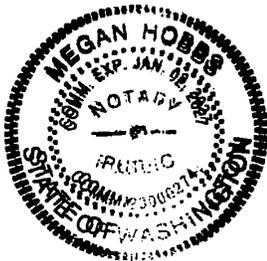
Notary Public Printed Name  
(exactly as printed on seal)

Notary Public Commission

January 02, 2027

Expiration Date

(Please ensure seal does not overlap any language or print)



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**DO NOT WRITE BELOW THIS LINE**

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THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing LP  
By: Mortgage Connect Document Solutions, LLC, its attorney in fact

By: *Norma Casillas* FEB 13 2024  
Name, Title **Norma Casillas** Date  
ASSISTANT SECRETARY

\_\_\_\_\_  
[Space below this line for Acknowledgement]

STATE OF Colorado  
COUNTY OF Denver  
On 13 day of FEB in the year 2024 before me, VERA IVANOVNA BIRYUK  
Notary Public, personally appeared Norma Casillas Assistant Secretary of  
Mortgage Connect Document Solutions, LLC, attorney in fact for Bank of America, N.A.,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(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 authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*VERA* Notary Signature  
VERA IVANOVNA BIRYUK Notary Public Printed Name  
(exactly as printed on seal)  
01.20.2025 Notary Public Commission  
Expiration Date

VERA IVANOVNA BIRYUK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214002576  
MY COMMISSION EXPIRES JANUARY 20, 2025

(Please ensure seal does not overlap any language or print)



**EXHIBIT "A"**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Tract 2 of Skagit County Short Plat No. 1-87, approved February 13, 1987, and recorded February 17, 1987, under Auditor's File No. 8702170009, in Book 7 of Short Plats, page 166, records of Skagit County, Washington; being a portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 33 North, Range 5 East, W.M., and of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 33 North, Range 5 East, W.M..

Tax Parcel or Account Number: 330518-1-001-0300