

Return Address:

Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) MODIFICATION AGREEMENT
Reference Number(s) of related Documents: AFN 2008171344 Additional reference #'s on page _____ of document
Grantor(s) (Last name, first name, initials) BONNIE L. FULTZ Additional names on page _____ of document.
Grantee(s) (Last name first, then first name and initials) GMAC MORTGAGE LLC Additional names on page _____ of document.
Trustee N/A
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LOT 1, TERRY AND SONJA RODGERS SHORT PLAT Additional legal is on page <u>8</u> of document
Assessor's Property Tax Parcel/Account Number assigned <input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. USR / 77167729

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

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

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

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 4/1/2011 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 4/1/2011.

- A. The new Maturity Date will be: 3/1/2041.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$143,560.71 (the "New Principal Balance").
- C. Interest at the rate of 4.750% will begin to accrue on the New Principal Balance as of 3/1/2011 and the first new monthly payment on the New Principal Balance will be due on 4/1/2011. My payment schedule for the modified Loan is as follows:

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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
4.750%	3/1/2011	748.88	\$277.60, adjusts annually periodically	\$1,026.48, adjusts periodically	4/1/2011	3/1/2041

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, except that the Note, and the payment obligation created thereunder, are not enforceable against me personally.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.

- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- J. By signing, I acknowledge that I have received the "Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance" if my property is located in a Special Flood Hazard Area. I further acknowledge that I have received this notice in sufficient time to have the opportunity to become aware of my responsibilities under the National Flood Insurance Program and to purchase adequate flood insurance prior to the completion of this loan modification.

In Witness Whereof, the Lender and I have executed this Agreement.

(Seal) Bonnie L. Fultz
BONNIE L FULTZ

3/18/11
Date

Art R. Hernandez
Witness

Art R. Hernandez
Print Name

(Seal) _____

Date

John Kilpatrick
Witness

John Kilpatrick
Print Name

(Seal) _____

Date

Witness

Print Name

(Seal) _____

Date

Witness

Print Name

[Space Below This Line For Acknowledgement]

BORROWER ACKNOWLEDGMENT

State of Washington
County of Skamania

On this 18th day of March, 2011, before me undersigned, a Notary Public in and for said county and state, personally appeared BONNIE L FULTZ, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

LISA S MITCHELL
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 01, 2013

Witness my hand and official seal.

Lisa S Mitchell
Notary Public
My commission Expires: 2-1-2013

Unofficial Copy

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GMAC Mortgage, LLC

By: [Signature]

Date 4.14.11

LENDER ACKNOWLEDGMENT

State of IOWA
County of BLACKHAWK

On this 14th day of April, 2011 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jennifer Meester, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officers of GMAC Mortgage, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

[Signature: Latanya Gafaney]
Notary Public

My Commission Expires: March 23, 2012



Loan Number: 2008221385

Date: OCTOBER 27, 2008

Property Address: 151 FULLER RD, CARSON, WASHINGTON 98610

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 of the TERRY AND SONJA RODGERS SHORT PLAT, recorded in Book "3" of Short Plat, page 198, Skamania County Records.



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