

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

3451 HAMMOND AVENUE  
Waterloo, IA 50702

Custodian ID: A1

Investor Number: 200639714

This document was prepared by GMAC Mortgage LLC

Abbrev. legal: Lot 11, Hideaway on  
the Washougal, Plat bk A, pg 151  
Skamania County.

[Space Above This Line For Recorder's Use]

0601780039

## NON-HAMP LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this July 1, 2011 ("Effective Date") between DAVID NORMAN NANCY NORMAN ("Borrower") and GMAC Mortgage, LLC Lender/Service or Agent for Lender/Service ("Lender"), amends and supplements that certain promissory note ("Note") dated April 10, 2007 in the original principal sum of One Hundred Ninety Nine Thousand Seven Hundred Sixty Five Dollars and No Cents (\$199,765.00) executed by Borrower except that since Borrower has received a chapter 7 bankruptcy discharge, this Agreement will not create personal liability under the Note. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of SKAMANIA County, WA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 31 PRIMROSE LANE WASHOUGAL WA 98671, which real property is more particularly described as follows:

2007165145

(Legal Description - Attach as Exhibit if Recording Agreement)

4-12-07

2:41 PM

Borrower acknowledges that Lender is the legal holder and the owner, or agent/service for the legal holder and the owner of the Note, and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Borrower understands that Borrower is not personally obligated to repay the mortgage loan and that GMAC Mortgage, LLC is not attempting to collect any debt from Borrower. Signing this Agreement will not make Borrower personally liable for the mortgage loan. Borrower understands that GMAC Mortgage, LLC will continue to retain its lien on the Property, along with all rights to enforce such lien against the Property. Whether Borrower

chooses to make voluntary payments in the amount of the original monthly payment as set forth in the Note or the modified monthly payments as set forth in this Agreement, such payments will reduce the amount of the lien.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Two Hundred Twenty Eight Thousand Four Hundred Thirty Two Dollars and Forty Four Cents (\$228,432.44).

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 4.25000% per year from the Effective Date.

3. Borrower promises to make monthly principal and interest payments of \$1,123.75, beginning on August 1, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2041 (the "Maturity Date"), amounts remain due under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

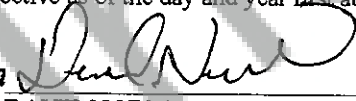
6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured 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.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, except that since Borrower has received a chapter 7 bankruptcy discharge, this Agreement will not create personal liability under the Note. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument. **Notwithstanding the foregoing, Lender cannot enforce the debt against Borrower personally and Lender's only remedy upon default is to enforce the lien against the Property.**

8. Lender does not, by its execution of this Agreement, 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.

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE 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 NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS 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.

7/18/02   
Date DAVID NORMAN

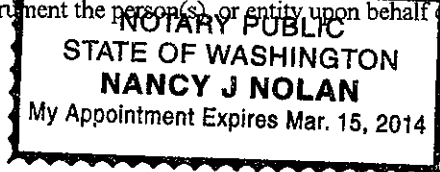
7/18/02   
Date NANCY NORMAN

Date

Date

**BORROWER ACKNOWLEDGMENT**State of WashingtonCounty of Clark

On July 18, 2011, before me Nancy J. Nolan, personally appeared DAVID NORMAN NANCY NORMAN, 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

Nancy J. Nolan

Notary Public

My Commission Expires:

3/15/2014

GMAC Mortgage, LLC

By: Uma Howard

Authorized Officer

Date: 7/18/11**LENDER ACKNOWLEDGMENT**State of IOWA

County of

On this 28 day of July, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Uma Howard personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of GMAC Mortgage, LLC and they duly acknowledged that 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.

Kim Hoffman

Notary Public

My Commission Expires:

12/7/13

Loan Number: 071948B

Date: APRIL 10, 2007

Property Address: 31 PRIMROSE LANE, WASHOUGAL, WASHINGTON 98671

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 11, HIDEAWAY ON THE WASHOUGAL, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN BOOK "A" OF PLATS, PAGE 151, RECORDS OF SKAMANIA  
COUNTY, WASHINGTON. MANUFACTURER'S SERIAL #(S)/VIN #(S): 12558  
HUD CERTIFICATION LABEL #(S): WAS053214-WAS053215 MANUFACTURER'S  
NAME: FLEETWOOD TRADE/MODEL: 28533 DATE OF MANUFACTURE: 1992  
LOT(S) 11, OF HIDEAWAY ON THE WASHOUGAL  
A.P.N. #: 02051422011400



+U02328804+

5655 12/12/2011 77437331/1

DN/NW