



201608260017

Skagit County Auditor

\$77.00

3/26/2016 Page

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5 8:56AM

After Recording Return To:  
 SOUTHWEST STAGE FUNDING, LLC  
 DBA CASCADE FINANCIAL SERVICES  
 3345 S. VAL VISTA DRIVE SUITE  
 300  
 GILBERT, AZ 85297  
 (480) 539-5230

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**LOAN MODIFICATION AGREEMENT**

KUSSY

Loan #: 2012111402

MIN: 100605713050054597

MERS Phone: 1-888-679-6377

PIN: P130294, 4997-000-026-

0000

VA/FHA Case #: 566-1025937-703

This Loan Modification Agreement ("Agreement"), made this 11<sup>TH</sup> day of AUGUST, 2016 between STEPHEN KUSSY AND MICHELLE KUSSY, HUSBAND AND WIFE ("Borrower") SOUTHWEST STAGE FUNDING, LLC DBA CASCADE LAND HOME FINANCING ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MAY 22, 2013 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber \* , at page(s) - , of the COUNTY Records of SKAGIT, WASHINGTON 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 8176 PINELLI RD, SEDRO WOOLLEY, WA 98284 the real property to be set forth as follows:

MAKE: CMH MANUFACTURING WEST  
 MODEL: 72SPE28563GH13  
 YEAR: 2013  
 SERIAL NUMBER(S): ALB0344980R A/B  
 LENGTH & WIDTH: 56 X 27  
 HUD TAG NUMBERS: ORE521631/32

\* DOT- 5/30/2013, # 201305300047  
 MOD- 11/6/2013, # 201311060012

LEGAL: 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):

MIN: 100605713050054597

LOAN MODIFICATION AGREEMENT- Single Family -Fannie Mae Uniform Instrument

12683.21

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Form 3179 1/01

1. As of **AUGUST 11, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$**175,437.27**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
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 **AUGUST 11, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. \$**824.97**, beginning on the **1ST** day of **OCTOBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2046**, (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.

Borrower will make such payments at **3345 S. VAL VISTA DRIVE SUITE 300, GILBERT, AZ 85297** or at such other place as Lender may require.

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 this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is given in accordance with Section 15 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 this 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. 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.

8/15/16  
 - BORROWER - STEPHEN KUSSY - DATE -

The signature of the undersigned below constitutes only joinder in the provisions of this Loan Modification Agreement affecting the Security Instrument as the undersigned is not a maker under or of the Note

Michelle Kussy 8-15-16  
 MICHELLE KUSSY - DATE -

[Signature]  
 SOUTHWEST STAGE FUNDING, LLC DBA CASCADE LAND HOME FINANCING-Lender

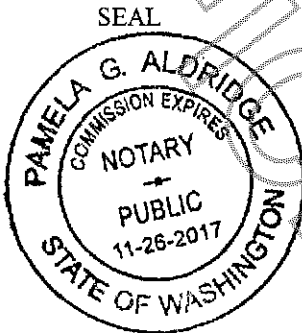
[Signature]  
 Mortgage Electronic Registration Systems, Inc.-Mortgagee

By:

George Dover, Assistant Secretary

[Space Below This Line For Acknowledgments]

State of Washington Skagit County ss:  
 The foregoing Instrument was acknowledged before me this 15<sup>th</sup> day of August, 2016 by  
STEPHEN Kussy and Michelle Y. Kussy



Pamela G. Aldridge  
 Notary Public

11-26-2017  
 My Commission Expires

## Lender Acknowledgment

State of Arizona Maricopa County ss:  
 The foregoing Instrument was acknowledged before me this August 16, 2016 by  
George Dorer Title CEO



Martha Herrera  
 Notary Public

EXHIBIT "A"

**Legal Description**

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

Lot 26, "BIRDSVIEW ESTATES", as per plat recorded June 10, 2010 under Auditor's File No. 201006100097, records of Skagit County, Washington.