

UNRECORDED DOCUMENT



When recorded mail to: #:10514968
First American Title
Loss Mitigation Title Services 1315.2
P.O. Box 27670
Santa Ana, CA 92799
RE: PEREZ - PR DOCS

ITS

Skagit County Auditor \$79.00
3/8/2017 Page 1 of 7 12:26PM

Attn: LMTS

FAT Doc. No.: 1051468

County: SKAGIT

Document Title(s)
LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of related documents:
201508100138

Additional Reference #'s on page 2

Grantor(s) (Last, First, and Middle Initial)
PEREZ, DANIEL M.
PEREZ, JEANINE J.

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)
HOMESTREET BANK
Trustee(s)

Additional Grantees on page 2

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)
LT 44, RIVERVIEW

Complete legal on page 6

Assessor's Property Tax Parcel/Account Number
P78792/4226-000-044-0008

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

This Document Prepared By:
TYLER MORRA
HOMESTREET BANK
33405 8TH AVE SO, SUITE 100
FEDERAL WAY, WA 98003
(800) 237-3194

When Recorded Mail To:
HOMESTREET BANK
33405 8TH AVE SO, SUITE 100
FEDERAL WAY, WA 98003

Tax/Parcel #: **P78792/4226-000-044-0008**

[Space Above This Line for Recording Data]

Original Principal Amount: \$259,218.00
Unpaid Principal Amount: \$254,046.23
New Principal Amount: \$259,223.14
New Money (Cap): \$5,159.69

FHA/VA/RHS Case No.: 566-1604462-703
Loan No: 0000684313

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **8TH** day of **FEBRUARY, 2017**, between **DANIEL M. PEREZ AND JEANINE J. PEREZ, HUSBAND AND WIFE** ("Borrower"), whose address is **2423 CINDY PLACE, MOUNT VERNON, WASHINGTON 98273** and **HOMESTREET BANK** ("Lender"), whose address is **33405 8TH AVE. SOUTH, SUITE 100, FEDERAL WAY, WA 98003** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **AUGUST 10, 2015** and recorded on **AUGUST 10, 2015** in **INSTRUMENT NO. 201508100138, SKAGIT COUNTY, WASHINGTON**, and (2) the Note, in the original principal amount of U.S. **\$259,218.00**, 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 **2423 CINDY PLACE, MOUNT VERNON, WASHINGTON 98273**

the real property described is located in **SKAGIT COUNTY, WASHINGTON** and 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, **FEBRUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$259,223.14**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,159.69** 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 **3.7500%**, from **FEBRUARY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,200.50.**, beginning on the **1ST** day of **MARCH, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2047** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

In Witness Whereof, I have executed this Agreement.

Daniel M. Perez
Borrower: DANIEL M. PEREZ

2/15/17

Date

Jeanine J. Perez
Borrower: JEANINE J. PEREZ

2/15/17

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON
County of Skagit

I certify that I know or have satisfactory evidence that **DANIEL M. PEREZ, JEANINE J. PEREZ**, is the person who appeared before me, 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.

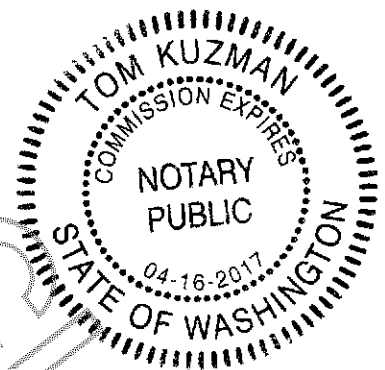
Dated: 2/15/2017

(Seal or stamp)

[Signature]
Notary Public

Printed Name: Tom Kuzman

My appointment expires: 4/16/2017



In Witness Whereof, the Lender have executed this Agreement.

HOMESTREET BANK

Randall Hoffert
By **Randall Hoffert** (print name)
Vice President (title)

2/23/17
Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **RANDALL HOFFERT** is the person who appeared before me, and said person acknowledge that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **VICE PRESIDENT** of **HOMESTREET BANK**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/23/17

(Seal or stamp)

Amy Reynolds
AMY M. REYNOLDS, Notary Public
My appointment expires: 05/25/2019

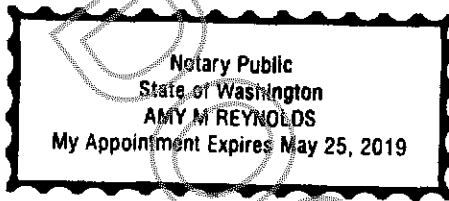


EXHIBIT A

BORROWER(S): DANIEL M. PEREZ AND JEANINE J. PEREZ, HUSBAND AND WIFE

LOAN NUMBER: 0000684313

LEGAL DESCRIPTION:

LOT 44 PLAT OF RIVERVIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO: 1. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OF SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON PLAT OF RIVERVIEW. RECORDING NO.: 817859 2. COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS CONTAINED IN DECLARATION(S) OF RESTRICTION, BUT OMITTING ANY COVENANT OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY LAW; RECORDED: OCTOBER 28, 1975 AUDITOR'S NO(S):: 825399, RECORDS OF SKAGIT COUNTY, WASHINGTON EXECUTED BY: MYRON I THOMAS, ET UX, ET AL 3. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY, RECORDING DATE: FEBRUARY 13, 2003 RECORDING NO.: 200302130139 MATTERS SHOWN: FENCE ENCROACHING ONTO THE NORTHERLY PORTION OF SAID PREMISES BY AN UNDISCLOSED AMOUNT 4. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY, RECORDING DATE: FEBRUARY 13, 2004 RECORDING NO.: 200402130103 MATTERS SHOWN: A FENCE ENCROACHING ONTO THE NORTHERLY PORTION OF SAID PREMISES BY AN UNDISCLOSED AMOUNT

TAX/PARCEL NO. P78792/4226-000-044-0008

ALSO KNOWN AS: 2423 CINDY PLACE, MOUNT VERNON, WASHINGTON 98273