



201704120004

Skagit County Auditor
4/12/2017 Page

1 of

\$75.00

3 10:17AM

After Recording Return To:
Peoples Bank
ATTN: **Joel Smith (RELO 7155)**
P.O. Box 235
Lynden, WA 98264
360-354-4044

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MIN 100135900070090938
MERS PHONE #: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this **29th day of March, 2017**, between **Christina M. McGee** ("Borrower") and Peoples Bank ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Mortgagee"}] [{"Beneficiary"}], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **January 4, 2017** and recorded on **January 6, 2017** under recording No. **201701060040**, Records of Skagit County, Washington. (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: **1030 Nelson Street, Sedro Woolley, WA 98284 located in Skagit County,**

The real property described being set forth as follows:

Lots 11 and 12 and the East Half of Lot 13, Block 64, "FIRST ADDITION TO THE TOWN OF SEDRO IN SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington. Situated in Skagit County, Washington.

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. Borrowers entered into a loan agreement on **January 4, 2017** for U.S. funds in the amount of **\$219,696.00** (Principal) plus interest.
2. Borrower's original Note and Security Instrument is hereby modified as follows: The maturity date is corrected/modified from **January 1, 2047** to **February 1, 2047**.
3. With the exception of the modified maturity date, the original payment terms as stated in Borrower's Note dated **January 4, 2017** will remain unchanged. Borrower will make the monthly payment on the 1st day of each month beginning on **March 1, 2017**. Borrower will make the payments every month until Borrower has paid all of the principal and interest and any other charges as described in the original Note dated **January 4, 2017**. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **February 1, 2047** (the modified maturity date) Borrower still owe amounts under the Note and/or any such Modified Agreement, Borrower will pay those amounts in full on that date. If 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 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 the Security Instrument.

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 the 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.

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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.
- (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

Joel Smith (Seal)
-Lender

Christina M. Melic (Seal)
-Borrower

By: Joel Smith, UP RE Ops Mgr

(Seal)
-Borrower

3-30-17
Date of Lender's Signature

(Seal)
-Borrower

Brandon W. [Signature] (Seal)
Mortgage Electronic Registration Systems, Inc.
Nominee for Peoples Bank, its successors and assigns

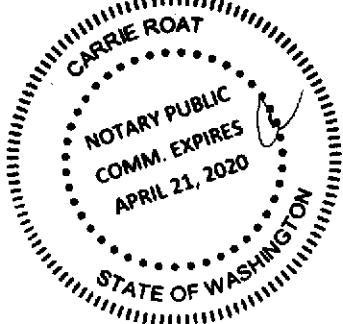
[Space Below This Line For Acknowledgments]

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Joel Smith, VP/ REOM and Brandon Wolfe, VP/ Credit Administrator are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 30, 2017

(Print Notary Name) Carrie Roat
Notary Public in and for the State of Washington
residing at Ferndale, WA
My appointment expires 4/21/2020

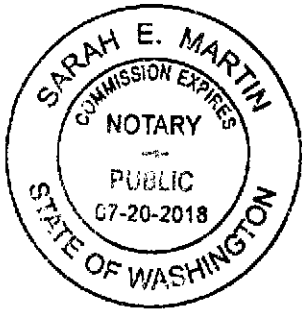


STATE OF WASHINGTON)
) ss.
COUNTY OF Skaft)

I certify that I know or have satisfactory evidence that Christina M McGee is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument

Dated: 4/5/17

(Print Notary Name) Sarah E Martin
Notary Public in and for the State of Washington
residing at Skaft County
My appointment expires 7/20/2018



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument

Dated: _____

(Print Notary Name) _____
Notary Public in and for the State of Washington
residing at _____
My appointment expires _____