



Skagit County Auditor

1/12/2018 Page

1 of

7

1:28PM

\$80.00

When recorded mail to:
HOMESTREET BANK
33405 8TH AVE SO, SUITE 100
FEDERAL WAY, WA 98003

County: SKAGIT

[Space Above This Line for Recording Data]

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)

Loan Modification Agreement

Reference Numbers(s) of related documents: INSTRUMENT NO. 200901130056

Additional reference #'s on page ____ of document

**Grantor(s)/Borrower(s): MANAURY FABIAN BATISTA, KRYSTAL J. MARTINEZ F/K/A
KRYSTAL J. ANDERSON**

Additional Grantors on page ____ of document

Lender/Grantee(s): HOMESTREET BANK

Additional names on page ____ of document

Trustee(s): GUARDIAN NORTHWEST TITLE & ESCROW

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

PTN. LT. 1 BLK. 129 FIRST ADD. TO BURLINGTON SKAGIT CO. WA

Complete legal description on page ____ 6 ____

Assessor's Property Tax Parcel/Account Number
4077-129-001-0400 (P125260)

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The responsibility for the accuracy of the indexing information is that of the document preparer. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



0000433339

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: 11149557

FAMS-DTO Rec

3 First American Way

Santa Ana, CA 92707

HOMESTR | 1315.2

RE: BATISTA

PR DOCS

Standard

Tax/Parcel #: 4077-129-001-0400 (P125260)

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Original Principal Amount: \$194,342.00

FHA/VA/RHS Case No.: 561-8890216-703

Unpaid Principal Amount: \$168,671.93

Loan No: 0000433339

New Principal Amount: \$180,663.43

New Money (Cap): \$12,075.74

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 26TH day of DECEMBER, 2017, between MANAURY FABIAN BATISTA, AN UNMARRIED INDIVIDUAL AND KRYSTAL J. ANDERSON, AN UNMARRIED INDIVIDUAL ("Borrower"), whose address is 829 SOUTH PINE STREET, BURLINGTON, WASHINGTON 98233 and HOMESTREET BANK ("Lender"), whose address is 33405 8TH AVE S., SUITE 100, FEDERAL WAY, WA 98003 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JANUARY 2, 2009 and recorded on JANUARY 13, 2009 in INSTRUMENT NO. 200901130056, SKAGIT COUNTY, WASHINGTON, and (2) the Note, in the original principal amount of U.S. \$194,342.00, 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 829 SOUTH PINE STREET, BURLINGTON, WASHINGTON 98233



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, **JANUARY 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$180,663.43**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$12,075.74**.
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 **4.0000%**, from **JANUARY 1, 2018**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$862.51**, beginning on the **1ST** day of **FEBRUARY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2048** (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.

Borrower: MANAURY FABIAN BATISTA

Date

Borrower: KRYSTAL J. MARTINEZ F/K/A KRYSTAL J. ANDERSON

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of Skasit

I certify that I know or have satisfactory evidence that **MANAURY FABIAN BATISTA, KRYSTAL J. MARTINEZ F/K/A KRYSTAL J. ANDERSON**, 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.

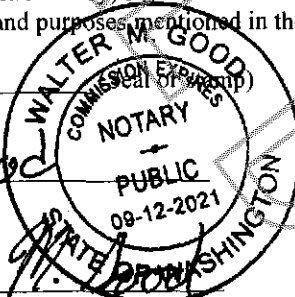
Dated: 12/30/17

Walter M Good

Notary Public

Printed Name: Walter M. Good

My appointment expires: 9/12/21



In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK

By Randall Hoffert
First Vice President

(print name)
(title)

1/9/18
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

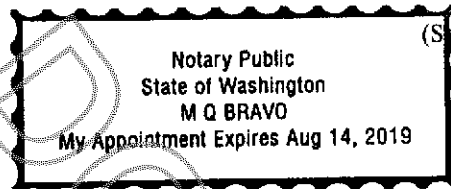
STATE OF WASHINGTON
COUNTY OF King

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 **FIRST 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: 1/9/2018

M. Q. Bravo
M. Q. BRAVO, Notary Public

My appointment expires: 08/14/2019



(Seal or stamp)



EXHIBIT A

BORROWER(S): MANAURY FABIAN BATISTA, AN UNMARRIED INDIVIDUAL AND KRYSTAL J. MARTINEZ F/K/A KRYSTAL J. ANDERSON, AN UNMARRIED INDIVIDUAL

LOAN NUMBER: 0000433339

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BURLINGTON, and described as follows:

LOT 2, "WILLIAMSON SHORT PLAT", SHORT PLAT NO. BURL-5-06, APPROVED NOVEMBER 13, 2006, RECORDED NOVEMBER 16, 2006, UNDER AUDITOR'S FILE NO. 200611160056, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 1, BLOCK 129, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO EXCEPTIONS: A. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING SHORT PLAT: SHORT PLAT NO.: WILLIAMSON SHORT PLAT NO. BURL-5-06 RECORDED: NOVEMBER 16, 2006 AUDITOR'S NO.: 200611160056 SAID MATTERS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: A NON-EXCLUSIVE 7 FOOT EASEMENT ADJACENT OF THE EXTERIOR SIDE OF ALL DEDICATED PUBLIC RIGHT-OF-WAY INCLUDED WITHIN THIS PLAT IS GRANTED FOR REQUIRED SERVICE UTILITIES AS REQUIRED BY THE CITY OF BURLINGTON.

Tax/Parcel No. 4077-129-001-0400 (P125260)

ALSO KNOWN AS: 829 SOUTH PINE STREET, BURLINGTON, WASHINGTON 98233

