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Skagit County Auditor

\$77.00

4/4/2018 Page

1 of

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When recorded mail to: 11430349
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
GUILD M | 36185.1 | PR DOCS
RE: smith | Standard

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GUILD# EXP032693V/ 416-1032693
VA LHG #: 464660813009
MERS MIN#: 100019941610326938
MERS# (888)679-MERS

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of March, 2018, between PETER E. SMITH AND AMANDA SMITH, HUSBAND AND WIFE ("Borrower") and Guild Mortgage Company, a California Corporation ("Lender"), and Mortgage Electronic Registration System, Inc. ("MERS") as nominee for ("Lender"), its successors and assigns, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 13, 2016 and recorded in Book or Liber February 24, 2016, at Instrument Number 201602240053, of official County 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 3505 W 5TH STREET, ANACORTES, WASHINGTON 98221, the real property described being set forth as follows:

THE WEST 10 FEET OF LOT 17 AND ALL OF LOTS 18, 19 AND 20, EXCEPT THE WEST 15 FEET OF LOT 20, BLOCK 910 NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. ALSO KNOWN AS TRACT K OF SURVEY RECORDED JULY 6, 1977, IN VOLUME 2 OF SURVEYS, PAGE 41, UNDER AUDITORS FILE NO. 859941, RECORDS OF SKAGIT COUNTY, WASHINGTON. APN: P58587.

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 March 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$323,413.85 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.875% from March 1,

2018. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,711.53 beginning on the 1st day of April 2018 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2048 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the 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, at its option, 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 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


By: Marian E. Johnston (Seal)
Vice President
Guild Mortgage Company Lender


PETER E. SMITH (Seal)
Borrower


AMANDA SMITH (Seal)
Borrower

_____[Space Below This Line For Acknowledgments]_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

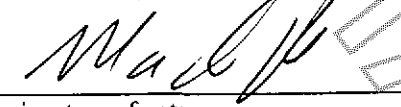
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 3-26-18 before me, **MARIA INEZ PALOMERA**, Notary Public, personally appeared Marian E. Johnston, who 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 signatures (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


signature of notary

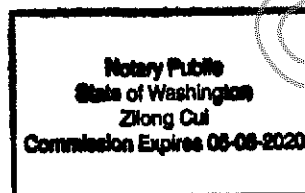


STATE OF WASHINGTON
COUNTY OF SKAGIT

On 03/24/18 before me, Zilong Cui, Notary Public, personally appeared PETER E. SMITH, who 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 signatures (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.


signature of notary



STATE OF WASHINGTON
COUNTY OF SKAGIT

On 03/24/18 before me, Zilong Cai, Notary Public, personally appeared AMANDA SMITH, who 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 signatures (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.


signature of notary

