## 201806210066

06/21/2018 03:21 PM Pages: 1 of 4 Fees: \$102.00 Skagit County Auditor

After Recording Return To:

Umpqua Bank PO Box 230727 Portland, OR 97281-0727

## ACCOMMODATION RECORDING

420035220 - M

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## LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 1st day of March, 2018, between Umpqua Bank ("Lender") and Pedro Martinez and Erica Martinez ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 15th day of September, 2014, in the original principal sum of U.S. \$209,183.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in the Official Records of Skagit County, Washington, #201409160033. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

1009 S 19th St, Mount Vernon, Washington 98274

the real property described being set forth as follows:

Lot 18, Block 4, ALBERT BALCH'S WEDGWOOD, AN ADDITION TO MOUNT VERNON, according to the plat thereof recorded in Volume 7 of Plats, page 24, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Lot (s): 18 Block: 4 Albert Balch's Wedgwood

APN #: P54794 / 3766-004-018-00

Chicago Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

- 'In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):
  - Current Balance. As of March 1<sup>st</sup>, 2018, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$207,030.94.
  - 2. <u>Interest Rate</u>. 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%, beginning February 1<sup>st</sup>, 2018, both before and after any default described in the Note. The yearly rate of 3.875% will remain in effect until principal and interest is paid in full.
  - 3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$973.54, beginning on the 1st day of March, 2018, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1st, 2048, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
  - 4. <u>Place of Payment</u>. Borrower must make the monthly payments at Umpqua Bank, PO Box 230727, Portland, OR 97281-0727, or such other place as Lender may require.
  - 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
  - 6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.
  - 7. Compliance with Covenants. 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.

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 where 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.

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In Witness Whereof, Lender and Borrower have executed this A	Agreement
Jay Mortensen, Umpqua Bank Name of Lender	(Seal) - Borrower
Name of Lender	6/8/2018 Date
By: Date of Lender's Signature	OSeal)  OBOTTOWER  OBOTTOWER
[Space Below This Line For Acknowle Jurisdiction]	
STATE OF WPG ,	·
county of Skagit	2th Two
BE IT REMEMBERED, That on this 2018, before me, the undersigned, a Notary Public in ar named ERICA MAY 1767 AND PLAYO	ady of
known to me to be the identical individual TNLM instrument and acknowledge to me that	described in and who executed the within executed the same freely and voluntarily.
IN TESTIMONY WHEREOF, I have hereunto set my hand a my official seal the day and year last above written.	MANAGER AND
Notary Public for	MOLLY P. SMITH  NOTARY PUBLIC  STATE OF WASHINGTON  My Commission Expires November 6, 2020

STATE OF OREGON,

SS.

County of on this 13th day of June 13th	t(he) she is the <b>Senior Vice President</b> for Umpqua fany, affixed to said instrument is the corporate as executed on behalf of said Corporation by
IN TESTIMONY WHEREOF, I have hereunto set my hand my official seal the day and year last above written.  Notary Public for Oregon My commission expires March 22, 2019	OFFICIAL STAMP REBECCA TWEED NOTARY PUBLIC-OREGON COMMISSION NO. 937428A AV COMMISSION NO. 937428A