



201812040028

12/04/2018 11:07 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

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County: SKAGIT

Document Title(s)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of related documents:

201606160019

Additional Reference #'s on page 1

Grantor(s) (Last, First, and Middle Initial)

RODOLFO DIAZ

Additional Grantors on page 1

Grantee(s) (Last, First, and Middle Initial)

HOMESTREET BANK

Trustee(s)

CHICAGO TITLE & ESCROW

Additional Grantees on page 1

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

LOT 37, SKAGIT VIEW ESTATES

Complete legal on page 6

Assessor's Property Tax Parcel/Account Number

P119850

Additional parcel #'s on page 6

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.

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(800) 237-3194

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

Tax/Parcel #: P119850

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Original Principal Amount: \$270,019.00
Unpaid Principal Amount: \$261,797.84
New Principal Amount: \$198,981.74
New Money (Cap): \$16,547.61

FHA\VA Case No.: 566-1869074-703
Loan No: 0000760472

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **NOVEMBER, 2018**, between **RODOLFO DIAZ** ("Borrower") whose address is **2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274** and **HOMESTREET BANK** ("Lender"), whose address is **33405 8TH AVE SO., STE 100, FEDERAL WAY, WA 98003**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JUNE 14, 2016** and recorded on **JUNE 16, 2016** in **INSTRUMENT NO. 201606160019**, of the **OFFICIAL** Records of **SKAGIT COUNTY, 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

2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274

(Property Address)

the real property described being set forth as follows:

HUD-HAMP 08072018_356

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, **DECEMBER 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$198,981.74**, 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. **\$16,547.61**.
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 **4.8750%**, from **DECEMBER 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,053.03**, beginning on the **1ST** day of **JANUARY, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.8750%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 1, 2048** (the "Maturity Date"), 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

Rudy Diaz Rudy Diaz
Borrower: RODOLFO DIAZ

11-19-18 11-21-18
Date

Michelle Diaz
Borrower: MICHELLE DIAZ

11-21-18
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 **RODOLFO DIAZ, MICHELLE DIAZ**, 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.

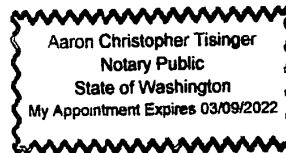
Dated: 11/21/2018 (Seal or stamp)

Aaron Christopher Tisinger

Notary Public

Printed Name: Aaron Christopher Tisinger

My appointment expires: 03/09/2022



In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK



By **DANNY DODD** (print name)
Assistant Vice President (title)

11/28/18
Date


[Space Below This Line for Acknowledgments]

STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **DANNY DODD** 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 **ASSISTANT 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: 11/28/18

(Seal or stamp)


ZACHARY CONLEY, Notary Public
My appointment expires: 08/28/2021

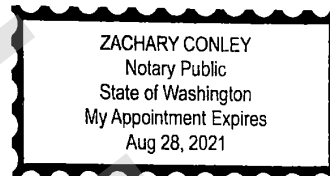


EXHIBIT A

BORROWER(S): RODOLFO DIAZ

LOAN NUMBER: 0000760472

LEGAL DESCRIPTION:

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

LOT 37, "SKAGIT VIEW ESTATES" RECORDED NOVEMBER 15, 2002, UNDER AUDITOR'S FILE NO. 200211150098, RECORDS OF SKAGIT COUNTY, WASHINGTON; SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax/Parcel No. P119850

ALSO KNOWN AS: 2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274