

When Recorded Mail To:

FIRST AMERICAN TITLE INS CO
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

FAT Doc. No.: 12217963

County: SKAGIT

Document Title(s)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of related documents:

201809120039

Additional Reference #'s on page 2

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

CHARLES W LITZ III AND APRIL M LITZ

Additional Grantors on page 2

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

HOMESTREET BANK - CONSTRUCTION LOANS

Trustee(s)

Additional Grantees on page 2

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

LOTS 9 AND 10, BLOCK 4, "BINGHAM ACREAGE,

Complete legal on page 2

Assessor's Property Tax Parcel/Account Number

P125198

Additional parcel #'s on page 2

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.

This Document Prepared By:
LISA SCHICK
HOMESTREET BANK -
CONSTRUCTION LOANS
601 UNION ST, SUITE 2000
SEATTLE, WA 98101
(800) 654-1075

When Recorded Mail To:
HOMESTREET BANK -
CONSTRUCTION LOANS
601 UNION ST, SUITE 2000
SEATTLE, WA 98101

Tax/Parcel #: P125198

[Space Above This Line for Recording Data]

Original Principal Amount: \$412,950.00
Unpaid Principal Amount: \$389,909.41
New Principal Amount: \$389,909.41
New Money (Cap): \$0.00

Fannie Mae Loan No.:
MERS Min: 1000472-0000071500-2
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9TH day of JULY, 2019, between **CHARLES W LITZ III AND APRIL M LITZ, HUSBAND AND WIFE ("Borrower")**, whose address is **13094 BUCHANAN LN, MOUNT VERNON, WASHINGTON 98273** and **HOMESTREET BANK - CONSTRUCTION LOANS ("Lender")**, whose address is **601 UNION ST, SUITE 2000, SEATTLE, WA 98101**, and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 6, 2018** and recorded on **SEPTEMBER 12, 2018** in **INSTRUMENT NO. 201809120039**, 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



13094 BUCHANAN LN, MOUNT VERNON, WASHINGTON 98273

(Property Address)

the real property described 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 **AUGUST 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$389,909.41**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 **5.5000%** from **AUGUST 1, 2019**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$2,238.88** beginning on the **1ST** day of **SEPTEMBER, 2019** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.5000%** will remain in effect until the principal and interest are paid in full. If on **OCTOBER 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
 - (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.

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 ☐.

6) Borrower further understands and agrees that:

- (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. 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. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.
- (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
- (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.
- (d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.
- (e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.

7) Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

In Witness Whereof, I have executed this Agreement.

Borrower: CHARLES W LITZ III

7-15-19

Date

Borrower: APRIL M LITZ

7-15-19

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of Skagit

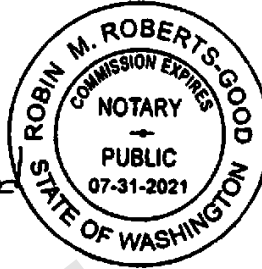
I certify that I know or have satisfactory evidence that **CHARLES W LITZ III, APRIL M LITZ**, is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes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

Dated: 7/15/19 (Seal or stamp)

Notary Public

Printed Name: Robin M. Roberts-Good

My appointment expires: 7/31/21



Mortgage Electronic Registration Systems, Inc., ("MERS"), is a separate corporation that is acting solely as designated nominee for lender and lender's, beneficiary of the security instrument, its successors and assigns

By 
ADAM DANIEL GREENWOOD
Assistant Secretary

7/23/19
Date

[Space Below This Line for Acknowledgments]

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that **ADAM DANIEL GREENWOOD** 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 Secretary** of Mortgage Electronic Registration Systems, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7.23.2019

(Seal or stamp)

Mandy J. Retcho
MANDY J. RETCHO, Notary Public
My appointment expires: 06/09/2023



In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK - CONSTRUCTION LOANS

By Ruth Smith (print name) 7-23-19 Date
 Vice President (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

**STATE OF WASHINGTON
 COUNTY OF KING**

I certify that I know or have satisfactory evidence that **RUTHIE SMITH** 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 **VICE PRESIDENT** of **HOMESTREET BANK - CONSTRUCTION LOANS**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-23-2019

(Seal or stamp)

Mandy J. Retcho
 MANDY J. RETCHO, Notary Public
 My appointment expires: 06/09/2023

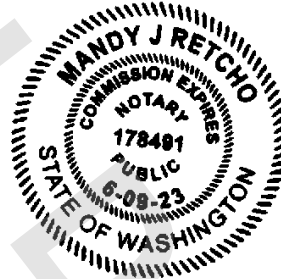


EXHIBIT A**BORROWER(S): CHARLES W LITZ III AND APRIL M LITZ, HUSBAND AND WIFE****LOAN NUMBER: 1086428****LEGAL DESCRIPTION:**

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:

LOTS 9 AND 10, BLOCK 4, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF VACATED ROAD, ADJACENT TO THE SOUTH LINE OF SAID LOTS 9 AND 10, VACATED PER ORDER OF VACATION RECORDED NOVEMBER 15, 2001, UNDER AUDITOR'S FILE NO. 200111150009, EXCEPT THE NORTH 146.5 FEET THEREOF.

Tax/Parcel No. P125198**ALSO KNOWN AS: 13094 BUCHANAN LN, MOUNT VERNON, WASHINGTON 98273**