02/18/2020 08:34 AM Pages: 1 of 7 Fees: \$109.50

Skagit County Auditor, WA

After Recording Return To: CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

Space Above This Line For Recording Data  This Document Prepared By: Home Preservation Umpqua Bank 13535 SW 72nd Ave Suite 200 Tigard, OR 97223  Document Title: LOAN MODIFICATION AGREEMENT
Reference numbers of related documents: 201707310163 on page of document
Grantor(s): 1. CHRISTOPHER JONES 2. 3. etc. additional names on page of document
Grantee(s)/ Beneficiary(les): 1. Umpqua Bank 2. 3. etc. additional names on page of document
Assessor's Property Tax Parcel Account Number(s): P106912/4632-000-021-0000
Legal Description: THE LAND SITUATED IN COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 21, EAGLE VALLEY P.U.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS PAGES 181 THROUGH 183, RECORDS OF SKAGIT COUNTY, WASHINGTON.

\* 8 5 0 1 3 3 5 3 9 1 \*

\* 3 WASHINGTON COVER PAGE

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This Document Prepared By: Home Preservation Umpqua Bank 13535 SW 72nd Ave Suite 200 Tigard, OR 97223

Parcel ID Number: P106912/4632-000-021-0000
Prior instrument reference: Book/Liber N/A, Page N/A, instrument No: 201707310163, of the Official Records of

**SKAGIT County, WA.** 

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Original Recording Date: July 31, 2017 Original Loan Amount: \$212,087.00

New Money: \$13,946.69

Loan No: 8501335391 Investor Loan No: 8501335391 MIN Number: 100045810001967097

FHA Case No.: 566-2295102-703-203B

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22nd day of January, 2020, between CHRISTOPHER JONES whose address is 5234 AERIE LN, SEDRO WOOLLEY, WA 98284 ("Borrower") and Umpqua Bank which is organized and existing under the laws of The United States of America, and whose address is 13535 SW 72nd Ave Suite 200, Tigard, OR 97223 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 27, 2017 and recorded in Book/Liber N/A, Page N/A, Instrument No: 201707310163 and recorded on July 31, 2017, of the Official Records of SKAGIT County, WA 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

5234 AERIE LN, SEDRO WOOLLEY, WA 98284,

(Property Address)

the real property described being set forth as follows:

THE LAND SITUATED IN COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 21, EAGLE VALLEY P.U.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 181 THROUGH 183, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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):



HUD MODIFICATION AGREEMENT





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- As of February 1, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$220,697.91, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$8,959.22 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.
- 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 4.000%, from February 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$1,053.65, beginning on the 1st day of March, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2050 (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.
- 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; 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.

HUD MODIFICATION AGREEMENT

(page 2 of 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.
- 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.
- 8. 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



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Security Instrument and by Applicable Law.

- 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.
- 10. This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WA, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$206,751.22. The principal balance secured by the existing security instrument as a result of this Agreement is \$220,697.91, which amount represents the excess of the unpaid principal balance of this original obligation.

	Date. 02-06-2020
CHRISTOPHER JONES -Borrower	
[Space Below This Line Fo	or Acknowledgments]
State of Washington	
county of Skagit	
I certify that I know or have satisfactory evidence that C	HRISTOPHER JONES (name of person) is the

person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

My Commission expires: Origination Company: Umpqua Bank

NMLSR ID: 401867

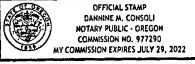
Umpqua Bank
By: (Seal) - Lender Name For Soer President
Date of Lender's Signature  [Space Below This Line For Acknowledgments]  State of Overnor
County of Washington
I certify that I know or have satisfactory evidence that
Ron Boen the Asct. Vice President of
Umpqua Bank
(name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.
Dated: 02-11-20
Signature of Notary  OFFICIAL STAMP  DANNINE M., CONSOLI  NOTARY PUBLIC OREGON  COMMISSION NO. 977290  MY COMMISSION EXPIRES JULY 29, 2022
My Commission expires: <u>07-29-22</u>





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MM	
Mortgage Electronic Registration Systems, Inc - Nominee for Lender	
Title: Assistant Secretary, WENS	
[Space Below This Line For Acknowledgments]	į
State of Overson	
County of Washington	
I certify that I know or have satisfactory evidence that	
Matthew Hay the Asst. Secretary of	;
Matthew Hay the Asst. Secretary of Motgage Electronic legistration Systems Inc - Nomineofiled	97
(name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.	
Dated: 07-11-25	i
6 Dai	
Signature of Notary	i
Title Overy Notery	
My Commission expires: 67-29-22	
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HUD MODIFICATION AGREEMENT



(page 6 of 6)