

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) MERS Phone: 1-888-679-6377

MIN 100052550511693490

This Loan Modification Agreement ("Agreement"), made this 9th day of April 2020, between

Melinda Cumming, Trustee of The Isle of Skye Living Trust

("Borrower") and

FLAGSTAR BANK, FSB, 5151 CORPORATE DRIVE, TROY, MICHIGAN 48098

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 5, 2019 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber 201908060057 at page(s) of the COUNTY Records of Skagit, WA

[Name of Records]

[County and State, or other Jurisdiction]

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

11477 Scott Rd., Bow, WA 98232-9307

[Property Address]

505116934

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06)

Wolters Kluwer Financial Services

VMP 852A (0610)

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the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
A.P.N. : P47443 360236-0-006-0008

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of April 9, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 475,732.21 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 3.250%, from April 9, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,070.42, beginning on the 1st day of June 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on May 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.
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.

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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. 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 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 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 way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.

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- (e) 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.
- (f) 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.

Melinda Sue Cumming (Seal)
 Melinda Sue Cumming, Borrower
 Trustee of Isle of Skye
 Living Trust, under trust
 instrument dated
 1999-08-25, for the benefit
 of Melinda Sue Cumming

Terry O Parady (Seal)
 Terry O Parady Borrower
 Spouse of Melinda Sue
 Cumming

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

Mortgage Electronic Registration
 Systems, Inc. as nominee for (Seal)
 Flagstar Bank, FSB -Mortgagee

____ (Seal)
 -Lender

By: _____

By: _____

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[Signature]
 Witness

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[Signature]
 Witness

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[Signature]

6. THIS DOCUMENT MUST BE EXECUTED, NOTARIZED AND RETURNED BY 04/24/2020
OR THIS LOAN MODIFICATION AGREEMENT IS NULL AND VOID.

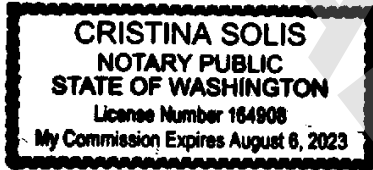
_____ [Space Below This Line For Acknowledgments] _____

NOTARY ACKNOWLEDGEMENT

STATE OF Washington County of Snohomish
On April 18 / 2020
Month Day Year before me, the undersigned, a notary public in and
for said state, personally appeared

Melinda Cumming, Trustee of The Isle of Skye Living Trust

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Cristina Solis
Notary Public

My Commission Expires: Aug 6th 2023

[Apply Notary Stamp/Seal in space above]

PREPARED BY AND
WHEN RECORDED RETURN TO:
Jacqueline Land
FLAGSTAR BANK, FSB
CONSTRUCTION DEPT.
5151 CORPORATE DRIVE
TROY, MI 48098


Rev. 03/2020

**Mortgage Electronic Registration
Systems, Inc as Nominee for Flagstar Bank, FSB**

Flagstar Bank, FSB



Lisa Louise Koepfer
Vice President



Susan Bostwick
Assistant Vice President

State of Michigan
County of Oakland

NOTARY ACKNOWLEDGEMENT

On the **19th** day of **May, 2020** before me the undersigned, a notary public in and for said state, personally appeared **Lisa Louise Koepfer, Electronic Registration Systems Inc. (MERS) as nominee for Flagstar Bank, FSB and Susan Bostwick, Assistant Vice President of Flagstar Bank, FSB.** Personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument the individuals or the persons upon whose behalf of which they acted, executed the instrument.



Notary Public
My Commission Expires

Prepared by and When Recorded Return to
Heather Powell
Flagstar Bank, FSB
Construction Department
5151 Corporate Drive
Troy, MI 48098

Mee Lor
NOTARY PUBLIC, MACOMB COUNTY, MI
My Commission Expires 03/04/2026
Acting in the County of **Oakland**

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P47443 / 360236-0-006-0008

That portion of Government Lot 3 in Section 36, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Government Lot 3; thence South 1°35'00" East along the East line of said Government Lot 3, a distance of 522.51 feet to a point on the North line of the County Road; thence South 45°35'00" West along the Northerly line of said County Road, a distance of 295.48 feet; thence along a 57°17'45" curve to the right, having a radius of 100.00 feet, a distance along the arc of 20.92 feet; thence North 1°35'00" West and parallel with the East line of said Government Lot 3, a distance of 738.53 feet to a point on the North line of said Government Lot 3; thence North 89°03'30" East along the North line of said Government Lot 3, a distance of 233.43 feet to the Northeast corner of said Government Lot 3 and the point of beginning of this description

EXCEPT dike and ditch rights of way.

Situate in the County of Skagit, State of Washington.

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