

AFTER RECORDING MAIL TO:

Company Name: RUTH RUHL, P.C.
Contact Name: Recording Department
Address: 12700 Park Central Drive, Suite 850
City/State: Dallas, Texas 75251

LOAN #: 0103104048

DOCUMENT TITLE: Loan Modification Agreement

REFERENCE NUMBERS OF RELATED DOCUMENTS:

Book/Liber: N/A

Page: N/A

Instrument No.: 201009210089

BETWEEN

GRANTOR(S):

1. GAIL E GANGA
2. SEAN M GANGA
- 3.
- 4.

AND

GRANTEE: M&T Bank

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)
Section 17, Township 35, Range 6, Ptn. S 1/2 NE, Skagit County, WA.

Assessor's Property Tax Parcel/Account Number(s): 35061701320005

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Prepared By:
RUTH RUHL, P.C. and
Co-Counsel, PC Law Associates, LLC, Kristin
Marsalese, Esquire, Bar ID 54338

[Space Above This Line For Recording Data]

Loan No.: 0103104048

FHA Case No.: 566-0054683 703

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 13th day of March, 2020, between GAIL E GANGA and SEAN M GANGA, WIFE AND HUSBAND

("Borrower")

and M&T Bank

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 9th, 2010, recorded September 21st, 2010, and recorded in Book/Liber N/A, Page N/A, Instrument No. 201009210089, 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 8387 MYER AVE, LYMAN, Washington 98263

Loan No.: 0103104048

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "D" 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 May 1st, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 193,270.25, 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 3.875%, from April 1st, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$ 908.83, beginning on the 1st day of May, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875% will remain in effect until principal and interest are paid in full. If on April 1st, 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.

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, the 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 specified date 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.

Loan No.: 0103104048

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. If applicable, by this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a

Loan No.: 0103104048

waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

Loan No.: 0103104048

Date 5-7-20 _____
Date _____
GAIL E GANGA _____ (Seal)
-Borrower

Date 5-7-20 _____
Date _____
SEAN M GANGA _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of WA §
County of Skagit § ss.:
§

I certify that I know or have satisfactory evidence that GAIL E GANGA and SEAN M GANGA

[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: May 7, 2020

(Seal)

Kimberly Leger
(Signature)

Notary Public
State of Washington
Kimberly Leger
Commission No. 167666
Commission Expires 08-01-2021

Notary Public
(Title of Office)
Skagit County
(Place of Residence of Notary Public)

Loan No.: 0103104048

M&T Bank _____
-Lender

5/13/2020 _____
-Date

By: Katie Hoover

Its: Katie Hoover
Banking Officer

LENDER ACKNOWLEDGMENT

State of New York §
County of Erie § ss.:
§

On this, 13 day of May, 2020, before me personally appeared Katie Hoover to me known to be the (president, vice-president, secretary, treasurer, or other authorized officer or agent, as the case may be) of said entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the seal of said entity.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

[Signature]
(Signature)

MARY HALLIFAX
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA COUNTY
LIC. #01HA6389915
COMM. EXP. 04/08/2023

Notary Public
(Title of Office)

Niagara, NY
(Place of Residence of Notary Public)

Exhibit "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "A":

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 195 feet North of and 194 feet East of the Northeast corner of Block "E", "THE TOWN OF LYMAN, W.T.", as per plat recorded in Volume 1 of Plats, page 8, records of Skagit County, Washington; thence East 136 feet, more or less, to the West line of that certain tract conveyed to Peter W. Truman by Deed dated January 16, 1902, and recorded February 6, 1902 in Volume 44 of Deeds, page 295, records of Skagit County, Washington; thence North along the West line of said Truman Tract 125 feet; thence West 136 feet, more or less, to a point 125 feet North of the point of beginning; thence South 125 feet to the point of beginning.

PARCEL "B":

That portion of the South 1/2 of the Northeast 1/4 of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 17; thence South to Garland Creek; thence Southwesterly and Southerly along said creek to the North line of the James Young and Cape Horn County Road; thence along said North line of said road to a point 670 feet East of the Southeast corner of Lot 1, Block E, "THE TOWN OF LYMAN, W.T.", as per plat recorded in Volume 1 of Plats, page 8 records of Skagit County, Washington; thence North 100 feet; thence West 100 feet; thence North 70 feet; thence West 276 feet to a point on the West line of that certain tract conveyed to Peter W. Truman by deed dated January 16, 1902, and recorded February 6, 1902, in Volume 44 of Deeds, page 295, records of Skagit County, Washington; thence North along the West line of said Truman tract a distance of 125 feet to the true point of beginning; thence continuing North along said West line a distance of 112.27 feet; thence Southeasterly a distance of 161.79 feet to a point that is 116.50 feet East of the true point of beginning; thence West 116.50 feet to the true point of beginning.

Assessor's Parcel or Account Number: 35061701320005

Loan No.: 0103104048

EXHIBIT "B"

(1) The Security Instrument executed by GAIL E SWANSTROM and SEAN M GANGA, WIFE AND HUSBAND

in favor of WELLS FARGO BANK, N.A.

in the original principal sum of \$ 216,022.00 , dated September 9th, 2010 , recorded on September 21st, 2010 ,
in Liber or Book N/A , Page N/A , Instrument No. 201009210089 , of the Official Records of
Skagit County, Washington .

Said Security Instrument was modified by a Loan Modification Agreement recorded on July 21st, 2016, in Liber or
Book N/A, Page N/A, Instrument No. 201607210037, of the Official Records of Skagit County, Washington.

EXHIBIT "B"

EXHIBIT "C"

Loan No.: 0103104048

**LOAN MODIFICATION AGREEMENT
BANKRUPTCY DISCLOSURE ADDENDUM**

THIS LOAN MODIFICATION AGREEMENT BANKRUPTCY DISCLOSURE ADDENDUM is made this 13th day of March, 2020, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to M&T Bank

(the "Lender")

and covers the Property located at:

8387 MYER AVE, LYMAN, Washington 98263
[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding **AFTER** the execution of the Note and Security Instrument;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.
4. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Loan Modification Agreement Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Loan No.: 0103104048

Except as otherwise specifically provided in this Loan Modification Agreement Bankruptcy Disclosure Addendum, the terms of the Loan Modification Agreement will remain unchanged and in full effect.

5-7-20
Date

Gail E Ganga (Seal)
GAIL E GANGA -Borrower

5-7-20
Date

Sean M Ganga (Seal)
SEAN M GANGA -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

Loan No.: 0103104048

M&T Bank

-Lender

5/13/2020

-Date

By: Katie Hoover

Its: Katie Hoover
Banking Officer

EXHIBIT "D"

Loan No.: 0103104048

SAME NAME ADDENDUM

THIS ADDENDUM is made this 13th day of March, 2020, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by GAIL E GANGA (the "Borrower") which modifies Borrower's Note and Security Instrument to M&T Bank (the "Lender")

and covers the Property located at:

8387 MYER AVE, LYMAN, Washington 98263
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

1. Borrower is the same person named in the Note, the Security Instrument, and the Loan Modification Agreement.
2. Borrower is one and the same person as: GAIL E SWANSTROM
3. The signature below is Borrower's true and exact signature for execution of the Loan Modification Agreement.
4. Borrower understands that this statement is given as a material inducement to cause Lender to make the Loan Modification Agreement to Borrower and that any false statement, misrepresentations or material omissions may result in civil and criminal penalties.

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

M&T Bank _____ (Seal)
-Lender

Gail E. Ganga (Seal)
GAIL E GANGA -Borrower

By: *Katie Hoover*

Printed Name: _____ **Katie Hoover**
Banking Officer

Its: _____