

Prepared By: Storm Shenold
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-608-2082
Storm.Turner@caliberhomeloans.com

Loan No.: 9750299035

USDA Special Relief Cap and Extend Modification

**Borrower(s): Clear Isreal
County of Skagit
State of Washington
See Exhibit A**

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc. , its successors and assigns in the Original principal amount \$161,649.00 recorded on 11/08/2017, Instrument Number: 201711080059, Book No.: n/a, Page No.: n/a.

Min: 100820933957835091

MERS Phone: 1-888-679-6377

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: P130746,360425-4-012-1201

Cover Page for Recording Purpose's only

USDA Case Number: 0000995133530
Servicer Loan Number: 9750299035
This document was prepared by: Caliber Home Loans, Inc.
Date document prepared: 06/19/2020
Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

**Assessor's Parcel or
Account Number:** P130746,
360425-4-012-1201

Grantor(s): Clear Isreal
4804 State Route 9
Sedro Woolley, WA 98284-7858

USDA Special Relief Cap and Extend Modification

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

USDA SPECIAL RELIEF CAP AND EXTEND MODIFICATION
Bankers Systems™ VMP®
Wolters Kluwer Financial Services 2020061920.2.0.3048~J20190730Y

9750299035

04/2020
Page 1 of 6



This Loan Modification Agreement ("*Agreement*"), made July 1, 2020 ("*Agreement Date*"), between CLEAR ISRAEL ("*Borrower*"), Caliber Home Loans, Inc. ("*Lender*"), and Mortgage Electronic Registration Systems, Inc. ("*MERS*") ("*Beneficiary*"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "*Security Instrument*"), and Timely Payment Rewards Rider, if any, dated November 3, 2017, and recorded in Book of Liber -, at page(s) -, of the Official Records of Skagit, Washington and (2) the Note in the original principal sum of U.S \$161,649.00 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:

4804 STATE ROUTE 9, SEDRO WOOLLEY, WA 98284-7858,

the real property described being set forth as follows:

The legal description to the Property may be attached to this Agreement by the Servicer if required.

The Borrower has requested that the Servicer modify the terms of the Note and Security Instrument. The Servicer has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower and the Servicer agree that the provisions of this Agreement supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

In consideration of mutual promised and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Servicer agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of July 1, 2020, the amount payable under the Note and the Security Instrument (the "*Unpaid Principal Balance*") is U.S. \$156,814.15, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized. The amount of Principal being reamortized is \$154,857.62. The amount of Interest and costs being reamortized is \$1,956.53.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Servicer. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.625%, from July 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$715.15, beginning on August 1, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.625% will remain in effect until principal and interest are paid in full. If on July 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 Servicer's prior written consent, Servicer may require immediate payment in full of all sums secured by the Security Instrument.

If Servicer exercises this option, Servicer 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 may make a full prepayment or partial prepayments without paying any prepayment charge. Servicer will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Servicer may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Servicer agrees in writing to those changes.
5. 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 Agreement Date set forth 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.
6. 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 Servicer's or 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 Servicer or 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 Servicer's and 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 Servicer in connection with this Agreement, including attorney's fees and costs, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Servicer.
- (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 Servicer, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (F) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement pursuant to the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to the terms of the Security Instrument.



Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.


7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation 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.

Borrower



 CLEAR ISRAEL
 Date 7/6/20
 Seal

Lender

Caliber Home Loans, Inc.


 JUL 16 2020
 Date
 Aimee McHargue Loss Mitigation Manager

Mortgage Electronic Registration Systems, Inc. ("MERS")


 JUL 16 2020
 Date
 MERS - Nominee for Lender
 Aimee McHargue, Assistant Secretary

USDA SPECIAL RELIEF CAP AND EXTEND MODIFICATION

Bankers Systems™ VMP®

Wolters Kluwer Financial Services

2020061920.2.0.3048-J20190730Y

9750299035

04/2020

Page 5 of 6



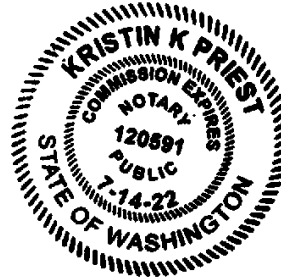
Acknowledgment

State of Washington

County of Skagit *Okanagan*This record was acknowledged before me on July 6, 2020 by CLEAR ISRAEL.Notary PublicMy commission expires: 07/14/2022

USDA Case Number: 0000995133530

Servicer Loan Number: 9750299035



USDA SPECIAL RELIEF CAP AND EXTEND MODIFICATION

Bankers Systems™ VMP®

Wolters Kluwer Financial Services

2020061920.2.0.3048-J20190730Y

9750299035

04/2020

Page 6 of 6



State of Oklahoma

County of Oklahoma

On the 16th day of July in the year 2020 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Loss Mitigation Manager, Caliber Home Loans, Inc., 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

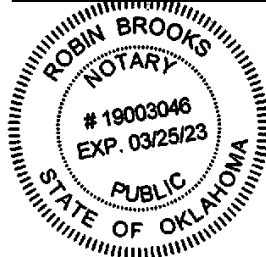
Notary Signature: _____



Printed Name: Robin Brooks, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



State of Oklahoma

County of Oklahoma

On the 16th day of July in the year 2020 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: *Robin Brooks*

Printed Name: *Robin Brooks, Notary Public*

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective July 1, 2020, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by CLEAR ISRAEL (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

4804 STATE ROUTE 9, SEDRO WOOLLEY, WA 98284-7858

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

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

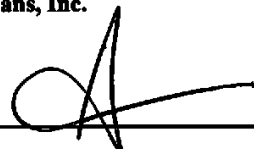
B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower


CLEAR ISRAEL 7/6/20
Date

Lender

Caliber Home Loans, Inc.


JUL 16 2020
Date

GSE Loan Number: 0000995133530

Aimee McHargue Loss Mitigation Manager

Servicer Loan Number: 9750299035



Exhibit A (Legal Description)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH LIES 1200 FEET NORTH OF THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 88 DEGREES 05'40" WEST, A DISTANCE OF 30 FEET TO THE WEST LINE OF STATE ROUTE 9, THENCE SOUTH 1 DEGREES 54'20" WEST ALONG THE WEST LINE OF STATE ROUTE 9, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 87 DEGREES 49'27" WEST A DISTANCE OF 268.59 FEET;

THENCE SOUTH 1 DEGREES 54'20" WEST, A DISTANCE OF 162.18 FEET;

THENCE SOUTH 87 DEGREES 49'27" EAST, A DISTANCE OF 268.59 FEET TO A POINT ON THE WEST LINE OF STATE ROUTE 9;

THENCE NORTH 1 DEGREES 54'20" EAST, A DISTANCE OF 16118 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SITUATED IN SKAGIT COUNTY, WASHINGTON.