

When recorded mail to: 12439109
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
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R5.WA HODGES Standard

County: SKAGIT

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Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document must be filled in)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Numbers(s) of related documents:

201706150047, Recorded 06/15/2017

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): JOHN M. HODGES, LAURA C. HODGES

Additional Grantors on page ____ of document

Lender/Grantee(s): ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Additional names on page ____ of document

Trustee(s): FIDELITY NATIONAL TITLE INSURANCE COMPANY

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

Complete legal description on page ____

Assessor's Property Tax Parcel/Account Number
P78108

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The responsibility for the accuracy of the indexing information is that of the document preparer. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

0440515015

This Document Prepared By:
TERNISHA
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS - DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: P78108

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Original Principal Amount: \$330,560.00
Unpaid Principal Amount: \$316,606.55
New Principal Amount: \$323,590.31
New Money (Cap): \$6,983.76

FHA/VA/RHS Case No.: 046
464660865513
Loan No: 0440515015

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 5TH day of MARCH, 2020, between JOHN M. HODGES AND LAURA C. HODGES, HUSBAND AND WIFE ("Borrower"), whose address is 510 SHOSHONE DRIVE, MOUNT VERNON, WASHINGTON 98273 and ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA ("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 5, 2017 and recorded on JUNE 15, 2017 in ** 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

**Instrument #201706150047

510 SHOSHONE DRIVE, MOUNT VERNON, WASHINGTON 98273
(Property Address)

the real property described is located in **SKAGIT COUNTY, WASHINGTON** and 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, **MARCH 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$323,590.31**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$6,983.76**.
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 **4.0000%**, from **MARCH 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,544.87**, beginning on the **1ST** day of **APRIL, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2050** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

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.
7. 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.

In Witness Whereof, I have executed this Agreement.

John M. Hodges
Borrower: JOHN M. HODGES

3/18/2020
Date

Laura C. Hodges
Borrower: LAURA C. HODGES

3/18/2020
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of Skagit

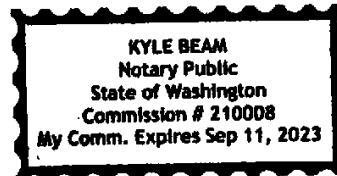
I certify that I know or have satisfactory evidence that JOHN M. HODGES, LAURA C. HODGES, is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned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

Dated: 3-18-2020 (Seal or stamp)

KLB
Notary Public

Printed Name: Kyle Beam

My appointment expires: 9-11-23



In Witness Whereof, the Lender has executed this Agreement.

ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

By *Dawn Berry* (print name) *Dawn Berry* (title) *3/23/2020* Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF *Duval*

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this *23* day of *March*, *2020* (year), by *Dawn Berry* (name of person) as *Bank Officer* (type of authority, ...e.g. officer, trustee, attorney in fact) for ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (name of party on behalf of whom instrument was executed).

[Signature]
(Signature of Notary Public - State of Florida)

Sharon F Howard

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced *NA*



EXHIBIT A

BORROWER(S): JOHN M. HODGES AND LAURA C. HODGES, HUSBAND AND WIFE

LOAN NUMBER: 0440515015

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:

LOT 32, "THUNDERBIRD II", ACCORDING TO THE PLAT RECORDED IN VOLUME 10 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Tax/Parcel No. P78108

ALSO KNOWN AS: 510 SHOSHONE DRIVE, MOUNT VERNON, WASHINGTON 98273

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA (the "Lender") and JOHN M. HODGES AND LAURA C. HODGES, HUSBAND AND WIFE (the "Borrower") dated MARCH 5, 2020 the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.


Lender Signature

By:

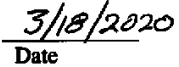
Dawn Berry

Title:

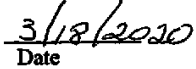
Bank Officer


Date


Borrower: JOHN M. HODGES


Date


Borrower: LAURA C. HODGES


Date

Date: MARCH 5, 2020

Loan Number: 0440515015

Lender: ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY
IN FACT UNDER LIMITED POA

Borrower: JOHN M. HODGES, LAURA C. HODGES

Property Address: 510 SHOSHONE DRIVE, MOUNT VERNON, WASHINGTON 98273

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

John M. Hodges
Borrower: JOHN M. HODGES

3/18/2020
Date

Laura C. Hodges
Borrower: LAURA C. HODGES

3/18/2020
Date

Date: MARCH 5, 2020

Loan Number: 0440515015

Lender: ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB, ATTORNEY
IN FACT UNDER LIMITED POA

Borrower: JOHN M. HODGES, LAURA C. HODGES

Property Address: 510 SHOSHONE DRIVE, MOUNT VERNON, WASHINGTON 98273

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of ARC HOME LLC, (F/K/A WEI MORTGAGE LLC) BY FLAGSTAR BANK FSB,
ATTORNEY IN FACT UNDER LIMITED POA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

John M. Hodges
Borrower: JOHN M. HODGES

3/18/2020
Date

Laura C. Hodges
Borrower: LAURA C. HODGES

3/18/2020
Date