01/20/2021 08:45 AM Pages: 1 of 8 Fees: \$110.50

Skagit County Auditor, WA

Recording Requested By/Return To: U.S. BANK FULFILLMENT SERVICES 999 TECH ROW, #200 MADISON HEIGHTS, MICHIGAN 48071

LOAN MODIFICATION AGREEMENT

Loan Number 7884466836

Grantor(s): TASHIA DERRY HALFMANN, SINGLE

Grantee(s): U.S. BANK NATIONAL ASSOCIATION

Grantee's Address: 4801 FREDERICA ST, OWENSBORO, KENTUCKY 42301

Abbreviated Legal Description: SE 1/4 NE 1/4 SEC 18 TSP 35 N RE

A full Legal Description is located on page 1 of the LOAN MODIFICATION AGREEMENT.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED: SKAGIT COUNTY JULY 11, 2008 INSTRUMENT NO. 200807110083

Assessor's Property Tax Parcel Account Number(s): 350718-0-029-0009

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Recording Requested By/Return To: U.S. BANK FULFILLMENT **SERVICES** 999 TECH ROW, #200 **MADISON HEIGHTS, MICHIGAN**

This Instrument Prepared By U.S. BANK NATIONAL

Kevin Bunch

ASSOCIATION 4801 FREDERICA ST

OWENSBORO, KENTUCKY 42301

[Space Above This Line For Recording Data] -

LOAN MODIFICATION AGREEMENT

Property Address: 36774 STATE RT 20, SEDRO WOOLLEY. **WASHINGTON 98284-0000**

Loan Number 7884466836 FHA Case Number 561-8653234

This Loan Modification Agreement ("Agreement"), effective on 1ST DAY OF JANUARY, 2021, between TASHIA DERRY HALFMANN, SINGLE ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated JULY 10, 2008 and recorded in SKAGIT COUNTY JULY 11, 2008 INSTRUMENT NO. 200807110083 and (2) the Note in the original principal sum of U.S \$160,370.00, 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

36774 STATE RT 20, SEDRO WOOLLEY, WASHINGTON 98284-0000

(Property Address)

the real property described being set forth as follows:

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SKAGIT, CITY OF SEDRO WOOLLEY AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST. W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF

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THE SOUTHERLY LINE OF THE STATE ROAD AND THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE 479 FEET; THENCE EAST 315 FEET; THENCE NORTH TO THE SOUTHERLY LINE OF SAID STATE ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF SAID PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID STATE ROAD TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT, WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG SAID PARALLEL LINE, 110 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID STATE ROAD, 125 FEET, MORE OR LESS, TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT; THENCE NORTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT; THENCE NORTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT, 110 FEET TO THE POINT OF BEGINNING. PARCEL ID: 350718-0-029-0009

Tax Parcel No.: 350718-0-029-0009

In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender 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):

- As of JANUARY 01, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$132,793.86, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The amount of Principal being reamortized is \$127,087.99. The amount of Interest and costs being reamortized is \$5,705.87.
- 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 2.8750%, from JANUARY 01, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$799.60, beginning on the 1ST DAY OF FEBRUARY, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.8750% will remain in effect until principal and interest are paid in full. If on SEPTEMBER 01, 2038, (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.

The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate or for a graduated or growing-equity payment schedule.

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 may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender 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 Lender 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; 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.
- 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 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

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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) 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.
- (e) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's 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, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

- (f) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
- (g) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
- 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.

Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

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In Witness Whereof, the Borrower(s) have executed this agreement.

Jackie Derm Halfmann

Date: 01,08,21

State of WASHINGTON

County of Shoot T

On this day personally appeared before me TASHIA DERRY HALFMANN to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7 to day of

(Seal, if any)

Motary Public Signature

My Commission expires:

[] This notarial act involved the use of communication technology.

DESTINY R THOMPSON Notary Public State of Washington Commission # 208622 My Comm. Expires Apr 19, 2023

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In Witness Whereof, the Lender has executed this Agreement.

Lender

U.S. BANK NATIONAL ASSOCIATION

Mortgage Document Officer Printed Name:

Title:

JAN 1 5 2021 Date:

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State of KENTUCKY County of DAVIESS		_	
The foregoing instrument was acknow	ledged before me this _	day of	
January	<i>2021</i> , by	Jennifer M. Green Mortgage Document Officer	of U.S
BANK NATIONAL ASSOCIATION a D		ation, on behalf of the National	_
Association. (Seal, if any)	Cours &	mede Sixis	
	(Signature of person t	aking acknowledgment)	
CARYN LYNETTE TROUT NOTARY PUBLIC	Notan		
STATE AT LARGE	(Title or rank))	
KENTUCKY ID#KYNP12862	KI/NJO i	2086	
MY COMMISSION EXPIRES 08/13/2024	(Serial number, if any)	
My Commission expires: \$\13\	2021		

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