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Sunrise, FL 33323

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This Document Prepared By:
Home Preservation
Umpqua Bank
13535 SW 72nd Ave Suite 200
Tigard, OR 97223

Document Title: LOAN MODIFICATION AGREEMENT

Reference numbers of related documents: 201905220039
on page _____ of document

Grantor(s):

1. ROWELL H. DELA CRUZ
 - 2.
 - 3.
- etc. additional names on page _____ of document

Grantee(s)/ Beneficiary(ies):

1. Umpqua Bank
 - 2.
 - 3.
- etc. additional names on page _____ of document

Assessor's Property Tax Parcel Account Number(s): P127227/ 4948-000-125-0000

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 125, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2), AS PER PLAT RECORDED ON JANUARY 17, 2008, UNDER AUDITORS FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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820001028



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WASHINGTON COVER PAGE

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Home Preservation
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13535 SW 72nd Ave Suite 200
Tigard, OR 97223

Parcel ID Number: P127227/ 4948-000-125-0000
Prior instrument reference: Instrument No:
201905220039, of the Official Records of SKAGIT
County, WA.

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Original Recording Date: May 22, 2019
Original Loan Amount: \$312,240.00
New Money: \$23,012.57

Loan No: 8501403018
MIN Number: 100045810002641410
FHA Case No.: 566-2769947 703-203B

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 10th day of May, 2021, between ROWELL H. DELA CRUZ whose address is 5634 SWIFT CREEK DR, MOUNT VERNON, WA 98273 ("Borrower") and Umpqua Bank which is organized and existing under the laws of The United States of America, and whose address is 13535 SW 72nd Ave Suite 200, Tigard, OR 97223 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 20, 2019 and recorded in Instrument No: 201905220039 and recorded on May 22, 2019, of the Official Records of SKAGIT County, WA 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

5634 SWIFT CREEK DR, MOUNT VERNON, WA 98273,

(Property Address)

the real property described 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):



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1. As of **June 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$329,155.00**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$15,031.88** 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.
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 **June 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,432.50**, beginning on the **1st day of July, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2051** (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, 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; 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



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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.
8. Borrower further understands and agrees that:
 - (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.
 - (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
 - (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.



- (d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.
- (e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.
9. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.
10. This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WA, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$306,142.43. The principal balance secured by the existing security instrument as a result of this Agreement is \$329,155.00, which amount represents the excess of the unpaid principal balance of this original obligation.



Rowell H. Dela Cruz
ROWELL H. DELA CRUZ -Borrower

Date: 5/20/2021

[Space Below This Line For Acknowledgments]

State of Washington

County of SKAGIT

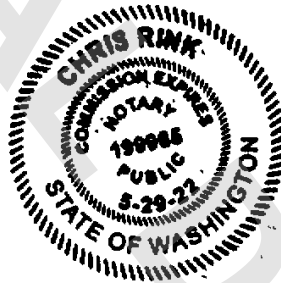
I certify that I know or have satisfactory evidence that **ROWELL H. DELA CRUZ**, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/20/21

Chris Rink
Signature of Notary

ACCOUNTING SUPERVISOR
Title

My Commission expires: 5/29/22
Origination Company: **Umpqua Bank**
NMLSR ID: 401867



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Umpqua Bank

By: Rebecca Tweed (Seal) - LenderName: Rebecca TweedTitle: Assistant Vice President5/26/21
Date of Lender's Signature

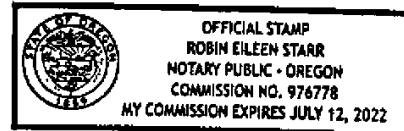
[Space Below This Line For Acknowledgments]

State of OregonCounty of Washington


I certify that I know or have satisfactory evidence that

Rebecca Tweed, the Assistant Vice President of
Umpqua Bank

(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: 5/26/21Robin Eileen Starr
Signature of NotaryNotary Public
TitleMy Commission expires: 7/12/22* 7 0 0 0 1 3 4 5 0 1 *
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Mortgage Electronic Registration Systems, Inc. - Nominee for Lender

Name: Suzanne Wells

Title: Assistant Secretary, MERS

[Space Below This Line For Acknowledgments]

State of Oregon

County of Washington

I certify that I know or have satisfactory evidence that

Suzanne Wells, the Assistant Secretary, MERS of
Mortgage Electronic Registration Systems, Inc. - Nominee for Lender

(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.

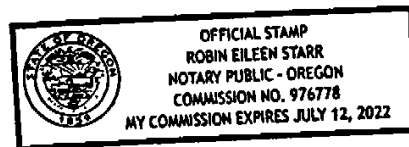
Dated 5/26/21


Signature of Notary

Notary Public

Title

My Commission expires: 7/12/22



HUD MODIFICATION AGREEMENT
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Exhibit "A"**Loan Number: 8501403018****Property Address: 5634 SWIFT CREEK DR, MOUNT VERNON, WA 98273****Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 125, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2), AS PER PLAT RECORDED ON JANUARY 17, 2008, UNDER AUDITORS FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



* 8 5 0 1 4 0 3 0 1 8 *
12338 06/18 Exhibit A Legal Description Attachment



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