

202109290001

09/29/2021 08:35 AM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor, WA

202108240095

08/24/2021 12:17 PM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor, WA

When recorded mail to:  
FIRST AMERICAN TITLE CO.  
FAMS - DTO RECORDING  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707-9991

County: SKAGIT

[Space Above This Line for Recording Data]

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 63.04)

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: INSTRUMENT NO. 201606160019

Additional reference #'s on page \_\_\_\_ of document

Grantor(s)/Borrower(s): RODOLFO DIAZ

Additional Grantors on page \_\_\_\_ of document

Lender/Grantee(s): HOMESTREET BANK

Additional names on page \_\_\_\_ of document

Trustee(s): CHICAGO TITLE & ESCROW

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

LOT(S): 37 SKAGIT VIEW ESTATES TAX/MAP ID(S): TAX ACCOUNT NO.: P119850 IN THE  
COUNTY OF SKAGIT STATE OF WASHINGTON

Complete legal description on page \_\_\_\_ 6 \_\_\_\_

Assessor's Property Tax Parcel/Account Number  
P119850

☐ 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.

\*\*This document is being re-recorded to include the borrower's signature page.

0000760472

This Document Prepared By:  
**ANA INDREGINAL**  
**HOMESTREET BANK**  
33405 8TH AVE SO, SUITE 100  
FEDERAL WAY, WA 98003  
(800) 237-3194

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

Tax/Parcel #: P119850

[Space Above This Line for Recording Data]

Original Principal Amount: \$270,019.00  
Unpaid Principal Amount: \$193,894.86  
New Principal Amount: \$213,143.66  
New Money (Cap): \$19,248.80

FHA/VA/RHS Case No.: 566-  
1869074 703  
Loan No: 0000760472

### LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 28<sup>TH</sup> day of JULY, 2021, between **RODOLFO DIAZ, AN UNMARRIED PERSON** ("Borrower"), whose address is **2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274** and

202108240095

08/24/2021 12:17 PM Page 3 of 9

HOMESTREET BANK ("Lender"), whose address is 33405 8TH AVE S, SUITE 100, FEDERAL WAY, WA 98003, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 14, 2016 and recorded on JUNE 16, 2016 in INSTRUMENT NO. 201606160019, 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

2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274  
(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, AUGUST 1, 2021 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$213,143.66, 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. \$19,248.80.
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 3.0000%, from AUGUST 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$898.62, beginning on the 1ST day of SEPTEMBER, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2051 (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.

Rudy Diaz  
Borrower: **RODOLFO DIAZ**

8-13-21  
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 **RODOLFO DIAZ**, 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.

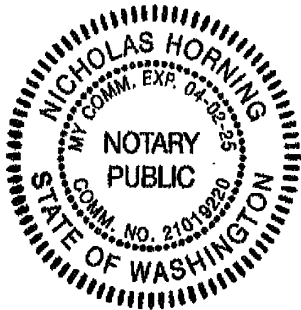
\_\_\_\_\_ This notarial act involved the use of communication technology

Dated: 8-13-21

Nicholas Horning  
Signature of Notary Public

Notary Public Printed Name: Nicholas Horning

My commission expires: 04-02-25



202108240096

08/24/2021 12:17 PM Page 5 of 9

In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK

Melissa Hjorten

By *MH* Assistant Vice President 8-24-2021  
 Assistant Vice President (print name) Date  
 (title)

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF Washington  
 COUNTY OF King

I certify that I know or have satisfactory evidence that Melissa Hjorten is the person who appeared before me, and said person acknowledge that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the ASSISTANT VICE PRESIDENT of HOMESTREET BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
 This notarial act was an online notarization using communication technology

Dated: 8/24/21

(Seal or stamp)

*Monique Patzer*  
 Notary Public



Printed Name: Monique Patzer  
 My appointment expires: 10-21-21

**EXHIBIT A**

**BORROWER(S): RODOLFO DIAZ, AN UNMARRIED PERSON**

**LOAN NUMBER: 0000760472**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON, and described as follows:**

**LOT 37, "SKAGIT VIEW ESTATES" RECORDED NOVEMBER 15, 2002, UNDER AUDITOR'S FILE NO. 200211150098, RECORDS OF SKAGIT COUNTY, WASHINGTON; SITUATED IN SKAGIT COUNTY, WASHINGTON.**

**Tax/Parcel No. P119850**

**ALSO KNOWN AS: 2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274**

Date: JULY 28, 2021

Loan Number: 0000760472

Lender: HOMESTREET BANK

Borrower: RODOLFO DIAZ

Property Address: 2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274

**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.

Borrower: RODOLFO DIAZ

Date



202108240095

08/24/2021 12:17 PM Page 9 of 9

Date: JULY 28, 2021

Loan Number: 0000760472

Lender: HOMESTREET BANK

Borrower: RODOLFO DIAZ

Property Address: 2520 S 18TH ST, MOUNT VERNON, WASHINGTON 98274

**ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of HOMESTREET BANK

(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.

Borrower: RODOLFO DIAZ

8-13-21  
Date