

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

Loan No.: 9721465541

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**LOAN MODIFICATION AGREEMENT**

**Borrower(s): Richard D. Horak & Mackamarie Eucker (Butkovich Humphrey)**  
**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 The Federal Savings Bank , its successors and assigns in the Original principal amount \$307,834.00 recorded on 07/25/2019, Instrument Number: 201907250011, Book No.: n/a, Page No.: n/a.**

**Assignment: Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma 73134 recorded 12/08/2021 Instrument No. 202112080051, Bk: n/a, Pg:n/a**

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

**See Exhibit A**

**Parcel ID: P29750**

Cover Page for Recording Purpose's only

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VA Loan Number: 0464660924579

Servicer Loan Number: 9721465541

**Return To:** Caliber Home Loans, Inc.  
13801 Wireless Way  
Oklahoma City, OK 73134

**Assessor's Parcel or Account Number:** 34043500060009

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

**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.**

This Loan Modification Agreement ("*Agreement*"), made August 1, 2021 ("*Agreement Date*"), between RICHARD D HORAK ("*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 July 22, 2019, and recorded\* in Book of Liber N/A, at page(s) N/A, of the Official Records of Skagit, Washington and (2) the Note in the original principal sum of U.S \$307,834.00 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:

22845 LAKE TERRACE LN, MOUNT VERNON, WA 98274-8186,

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 Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement. The Borrower

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VA Disaster Relief Modification Agreement

Bankers Systems™ VMP®

Wolters Kluwer Financial Services

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**\*Recorded 07/25/2019 Instrument #201907250011**

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and the Lender 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 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):

1. As of August 1, 2021, the amount payable under the Note and the Security Instrument (the "*Unpaid Principal Balance*") is U.S. \$307,725.49, consisting of the unpaid amount(s) loaned to Borrower by Lender, or Lender's predecessor in interest, plus any interest and other amounts capitalized.

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 3.250%, from August 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1,359.57, beginning on September 1, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.250% will remain in effect until principal and interest are paid in full. If on November 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.

2. 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.

3. 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.
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 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.

5. 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 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.

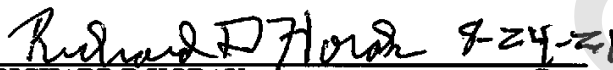
(D) All costs and expenses incurred by Lender in connection with this Agreement, including attorney's fees and costs, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(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 Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. 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, Servicer and Borrower have executed this Modification Agreement as of the dates indicated below.

**Borrower**

  
RICHARD D HORAK Date  
Seal



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**Lender**

**Caliber Home Loans, Inc.**

OCT 01 2021

Aimee McHargue Loss Mitigation Manager

Date  
Seal

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

OCT 01 2021

**MERS - Nominee for Lender**

Date

Aimee McHargue, Assistant Secretary

**Acknowledgment**

State of Washington

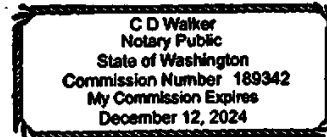
County of Skagit

This record was acknowledged before me on 8.24.21 by RICHARD D HORAK.

*C D Walker*

Notary Public

My commission expires: 12.12.24



**Acknowledgment**

State of Washington ~~Washington~~ **Oklahoma**

County of Skagit ~~Skagit~~ **Oklahoma**

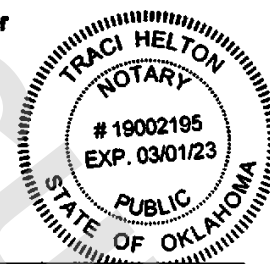
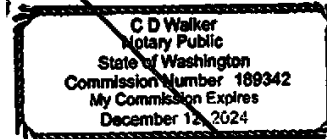
This record was acknowledged before me on OCT 01 2021 by Aimee McHargue Loss Mitigation Manager of Caliber Home Loans, Inc..

Aimee McHargue Loss Mitigation Manager

*Traci Helton*

Notary Public

My commission expires: \_\_\_\_\_



State of Oklahoma

County of Oklahoma

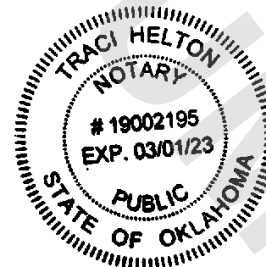
On the 1st day of October in the year 2021 before me, the undersigned, a Notary Public in and for the said state, personally appeared Aimee McHargue, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence 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: Traci Helton

Printed Name: Traci Helton, 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**



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VA Loan Number: 0464660924579

Servicer Loan Number: 9721465541

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VA Disaster Relief Modification Agreement  
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## Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective August 1, 2021, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by RICHARD D HORAK (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

22845 LAKE TERRACE LN, MOUNT VERNON, WA 98274-8186

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**

Richard D Horak 9-24-21  
RICHARD D HORAK Date

**Lender**

**Caliber Home Loans, Inc.**

Aimee McHargue OCT 01 2021  
Aimee McHargue Loss Mitigation Manager Date

GSE Loan Number: 0464660924579

Servicer Loan Number: 9721465541





**Exhibit A (Legal Description)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

TRACT 1, SKAGIT COUNTY SHORT PLAT NO. 95-79, AS APPROVED NOVEMBER 19, 1979, AND RECORDED NOVEMBER 19, 1979, IN VOLUME 3 OF SHORT PLATS, PAGE 212, UNDER AUDITOR'S FILE NO. 7911190061, RECORDS OF SKAGIT COUNTY; BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, SITUATED IN SKAGIT COUNTY, WASHINGTON.

**EXHIBIT B**

*\*Caliber Home Loans has taken the position that we will only be using the names appearing on the Note as the names that should appear on the Loan Modification Agreement document.\**

Per the Mortgage, Section 13, If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed plus the charges as described in Section 4(d).

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Therefore, we have not included **Mackamarie Eucker (Butkovich Humphrey)** as a signor on the Loan Modification Agreement.