

After Recording Return To:
CoreLogic SolEx
1625 NW 136th Ave, Ste E100
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: 201409160033
on page _____ of document

Grantor(s):

1. PEDRO MARTINEZ
2. ERICA MARTINEZ
- 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): P54794 / 3766-004-018-0000

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON: LOT 18, BLOCK 4, ALBERT BALCHS WEDGWOOD, AN ADDITION TO
MOUNT VERNON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS,
PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY,
WASHINGTON.



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820001384



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WASHINGTON COVER PAGE

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

Parcel ID Number: P54794 / 3766-004-018-0000
Prior Instrument reference: Instrument No:
201409160033, of the Official Records of SKAGIT
County, WA.

_____[Space Above This Line For Recording Data]_____
Original Recording Date: September 16, 2014
Original Loan Amount: \$209,183.00
New Money: \$16,333.14
Loan No: 8501200152
Investor Loan No: 8501200152
MIN Number: 100045810000611217
USDA Case No.: 750931102

LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of November, 2021, between PEDRO MARTINEZ and ERICA MARTINEZ ("Borrower") and Umpqua Bank, whose address is 13535 SW 72nd Ave Suite 200, Tigard, OR 97223 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 15, 2014 and recorded in Instrument No: 201409160033 and recorded on September 16, 2014, 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

1009 S 19TH ST, MOUNT VERNON, WA 98274,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
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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 **December 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$214,441.08**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **3.090%**, from **December 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$778.83**, beginning on the **1st** day of **January, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.090%** will remain in effect until principal and interest are paid in full. If on **December 1, 2061** (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. 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.



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- (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 recording fees, title examination, and attorney's fees, 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower 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 including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

6. 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,



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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.
7. 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.



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8. 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 \$198,107.94. The principal balance secured by the existing security instrument as a result of this Agreement is \$214,441.08, which amount represents the excess of the unpaid principal balance of this original obligation.



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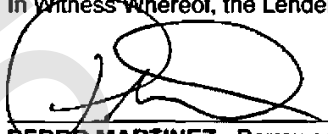
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In Witness Whereof, the Lender and I have executed this Agreement.



PEDRO MARTINEZ -Borrower

Date: 11/29/2021



ERICA MARTINEZ -Borrower

Date: 11/29/2021

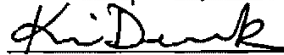
[Space Below This Line For Acknowledgments]

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that **PEDRO MARTINEZ and ERICA MARTINEZ**, (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: 11/29/2021



Signature of Notary

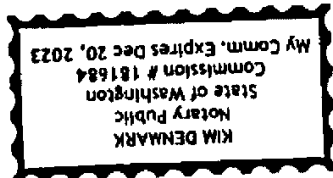
Notary Public

Title

My Commission expires: 12/20/2023

Origination Company: **Umpqua Bank**

NMLSR ID: 401867



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Umpqua Bank

By: [Signature]

(Seal) - Lender

Name: Matthew HayTitle: Default Litigation Supervisor12/06/2021

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

Matthew Hay, the Default Litigation Supervisor 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: 12/06/2021[Signature]

Signature of Notary

Notary Public

Title

My Commission expires: February 12, 2024

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[Signature]
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: 12/06/2021

[Signature]
Signature of Notary

Notary Public

Title

My Commission expires: February 12, 2024



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
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Exhibit "A"

Loan Number: 8501200152

Property Address: 1009 S 19TH ST, MOUNT VERNON, WA 98274

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 18, BLOCK 4, ALBERT BALCHS WEDGWOOD, AN ADDITION TO MOUNT VERNON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

