

After recording please return to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

[Space Above This Line For Recording Data]

208617559M

FHA Case #: 005661708051703
62776
Investor Loan No: 0216172673

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: 4142-006-008-0000 (P75000)
Abbreviated Legal Description: Abbreviated Legal Description as follows: Lots 5 through 8, block 6, north park addition to clear lake, according to the plat thereof recorded in volume 4 of plats. Page 16, records of skagit county, washington
Full legal description located on page: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement"), made this 4th day of February, 2022, between RODNEY B. COONS AND TINA COONS, HUSBAND AND WIFE ("Borrower") and M&T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 23, 2015, in the amount of \$174,579.00 and recorded on November 30, 2015 in Book, Volume, or Liber No. NA, at Page NA (or as Instrument No. 201511300189), of the Official (Name of Records) Records of Skagit, WASHINGTON (County and State, or other jurisdiction) 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
23914 OLD DAY CREEK RD, SEDRO WOOLLEY, WA 98284
(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):

- 1. As of February 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$143,731.39, 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 3.125%, from January 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$615.71, beginning on the 1st day of February, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.125% will remain in effect until principal and interest are paid in full. If on January 1, 2052 (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.
- 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 .

Rodney B. Coons
 Borrower - RODNEY B. COONS

Date: 2/18/2022

Tina Coons
 Borrower - TINA COONS

Date: 2/18/2022



ACKNOWLEDGMENT

State of WA §
County of Skagit §
§

On this day personally appeared before me **RODNEY B. COONS AND TINA COONS** 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 this 18 day of February 2022



Kristi L Curtin
Signature

Kristi L Curtin
Printed Name

Notary Public
Title of Officer

Sedro Woolley
Place of Residence of Notary Public

(Seal or Stamp)

My Appointment Expires: 08/19/2023



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
M&T BANK

By: Katie Hoover 3/1/22
-Lender Date of Lender's Signature

ACKNOWLEDGMENT

Katie Hoover
Banking Officer

State of New York §
County of Erie §

On this 1 day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Katie Hoover the BANKING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in New York State, Erie County
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

Larry B Hall
Signature of Individual Taking Acknowledgment

Larry B Hall
Notary Public State of New York
Erie County
LIC #01HA8421214
COMM EXP. 08/30/2025

Printed Name

Office of Individual Taking Acknowledgment

(Seal)

My Commission Expires: _____



EXHIBIT A

BORROWER(S): RODNEY B. COONS AND TINA COONS, HUSBAND AND WIFE

LOAN NUMBER: 0100933795

LEGAL DESCRIPTION:

STATE OF WASHINGTON, COUNTY OF SKAGIT, AND DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOTS 5 THROUGH 8, BLOCK 6, NORTH PARK ADDITION TO CLEAR LAKE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 16, RECORDS OF SKAGIT COUNTY, WASHINGTON. TAX PARCEL NUMBER(S): P75000, 4142-006-008-0000

Assessor's Property Tax Parcel or Account Number: 4142-006-008-0000 (P75000)

ALSO KNOWN AS: 23914 OLD DAY CREEK RD, SEDRO WOOLLEY, WA 98284

