

When recorded mail to:  
**FIRST AMERICAN TITLE**  
**ATTN: JAVIER TONY VARGAS**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707**

County: **SKAGIT**

FAT Doc. No.: **13792961**

[Space Above This Line for Recording Data]

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

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. 202003170010**

Additional reference #'s on page 2 of document

Grantor(s)/Borrower(s): **EUSTAQUIO RIVERA JR., SHARON Y. RIVERA**

Additional Grantors on page 2 of document

Lender/Grantee(s): **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA**

Additional names on page 2 of document

Trustee(s): **GUARDIAN NORTHWEST TITLE AND ESCROW**

Legal Description : **THAT PORTION OF TRACT 18, PLAT1, LAKEVIEW TRACTS, CITY OF MOUNT VERNON, COUNTY OF SKAGIT, WASHINGTON.**

Complete legal description on page 7

Assessor's Property Tax Parcel/Account Number  
**P67079**

☐ Assessor Tax # not yet assigned

Additional parcel #'s on page 2

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 Prepared By:  
**MICHELLE BUGGEST**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: JAVIER TONY VARGAS**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707**

**Tax/Parcel #: P67079**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$294,624.00**      **VA Case No.:096 464660960876**  
**Unpaid Principal Amount: \$288,779.20**      **Loan No: 0440780283**  
**New Principal Amount: \$235,699.45**  
**New Money (Cap): \$0.00**

**Property Address: 17027 LAKE VIEW BLVD, MOUNT VERNON, WASHINGTON 98274**

### **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **13TH** day of **APRIL, 2022**, between **EUSTAQUIO RIVERA, JR. AND SHARON RIVERA, HUSBAND AND WIFE** ("Borrower"), whose address is **17027 LAKE VIEW BLVD, MOUNT VERNON, WASHINGTON 98274** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and

supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 11, 2020** and recorded on **MARCH 17, 2020** in **INSTRUMENT NO. 202003170010**, 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

**17027 LAKE VIEW BLVD, MOUNT VERNON, WASHINGTON 98274**

(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, **MAY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$235,699.45**, 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. **\$0.00**.
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 **4.6250%**, from **MAY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,211.82**, beginning on the **1ST** day of **JUNE, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2052** (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 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 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.

Eustaquio Rivera Jr.  
Borrower: EUSTAQUIO RIVERA JR.

4/27/2022  
Date

Sharon Y. Rivera  
Borrower: SHARON Y. RIVERA

04/27/2022  
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 **EUSTAQUIO RIVERA JR., SHARON Y. RIVERA**, 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.

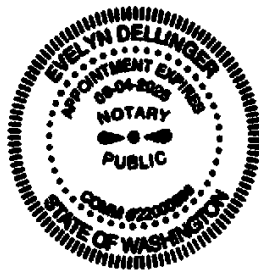
No/NA This notarial act involved the use of communication technology

Dated: 4/27/2022

Evelyn J Dellinger  
Signature of Notary Public

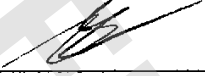
Notary Public Printed Name: Evelyn J Dellinger

My commission expires: 09-04-2025



In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**

By  Tin Ho MAY 02 2022  
(print name) (title) Date

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

### LENDER ACKNOWLEDGMENT

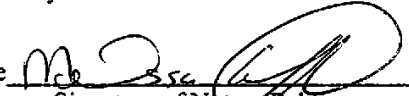
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA  
County of Orange

On MAY 02 2022 before me Melissa M. Afshar Notary  
Public, personally appeared Tin Ho, who proved to me on  
the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Signature of Notary Public



(Seal)

**EXHIBIT A**

**BORROWER(S): EUSTAQUIO RIVERA, JR. AND SHARON RIVERA, HUSBAND AND WIFE**

**LOAN NUMBER: 0440780283**

**LEGAL DESCRIPTION:**

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

**THAT PORTION OF TRACT 18, PLAT 1, LAKEVIEW TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 2 AND 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF A LINE WHICH RUNS ACROSS SAID TRACT AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF, INTERSECTING THE SAID NORTH LINE AT A POINT WHICH IS 119 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID TRACT 18, EXCEPT PORTION CONVEYED TO SKAGIT COUNTY FOR LAKEVIEW BOULEVARD BY DEED DATED JULY 8, 1946, AND FILED JULY 9, 1946, UNDER AUDITOR'S FILE NO. 393676, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**TOGETHER WITH THAT PORTION OF AN 8 FOOT VACATED ALLEY LYING BETWEEN LOTS 18 AND 26 OF SAID LAKEVIEW TRACTS, WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW.**

**Tax/Parcel No. P67079**

**ALSO KNOWN AS: 17027 LAKE VIEW BLVD, MOUNT VERNON, WASHINGTON 98274**