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FAT Doc. No.: 13826079

County: SKAGIT

**Document Title(s)**

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

**Reference Number(s) of related documents:**

200708170101

Additional Reference #'s on page 2

**Grantor(s)** (Last, First, and Middle Initial)

HASWARDANA YOHANES AND FAJRIAH ARISTINOVA

Additional Grantors on page 2

**Grantee(s)** (Last, First, and Middle Initial)

PLANET HOME LENDING LLC

Additional Grantees on page 2

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOT 56, "THE MEADOW PHASE II, "

Complete legal on page 2

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

4638-000-056-0005

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

This Document Prepared By:  
**MICHAEL SCHMIDT**  
**PLANET HOME LENDING, LLC**  
**321 RESEARCH PARKWAY, SUITE 303**  
**MERIDEN, CT 06450**

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Tax/Parcel #: 4638-000-056-0005

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Original Principal Amount: \$294,880.00

Investor Loan No.: 2000009925

Unpaid Principal Amount: \$322,747.55

Loan No: 2000009925

New Principal Amount: \$374,383.76

Capitalization Amount: \$51,636.21

## LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate with Balloon Payment)

This Loan Modification Agreement ("Agreement"), made this 8TH day of NOVEMBER, 2021, between YOHANES HASWARDANA, ARISTINOVA FAJRIAH ("Borrower") whose address is 2326 W MEADOW BLVD, MOUNT VERNON, WASHINGTON 98273 and PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST 2015-1

("Lender"), whose address is 120 ERIE CANAL DR SUITE 240, ROCHESTER, NY 14626, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 14, 2007 and recorded on AUGUST 17, 2007 in INSTRUMENT NO. 200708170101, 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

2326 W MEADOW BLVD, MOUNT VERNON, WASHINGTON 98273

Planet Home Lending Private 3179 04192021\_474



(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**A. RENEWAL AND EXTENSION OF LIEN**

It is the intention of the Borrower and Lender that the lien of the Security Instrument shall secure the debt evidenced by this Refinancing Instrument and that the Security Instrument hereby shall be renewed and extended, as of the Refinancing Date, so long as required to secure such debt until it is paid in full. In connection with the foregoing:

- (i) The Maturity Date of the debt evidenced by this Refinancing Instrument is set forth in Section D.3(A), below.
- (ii) Lender is expressly subrogated to all rights with respect to the Property, prepayment, and acceleration to which the holder of the Balloon Note was entitled by reason of the Security Instrument.
- (iii) In the event that any portion of the debt evidenced by this Refinancing Instrument cannot be lawfully secured by the Security Instrument as so renewed and extended, principal payments shall be applied first to that portion not so secured.
- (iv) Borrower acknowledges that the lien securing the Balloon Note is hereby renewed and extended, amended as provided immediately below, and is in full force and effect until the debt evidenced by this Refinancing Instrument is paid in full.

**B. AMENDMENT OF THE SECURITY INSTRUMENT**

All of the terms of the Balloon Rider are cancelled, null, and void as of the Refinancing Date.

**C. CO-GRANTOR LIABILITY**

Any party that signs below as a "Co-grantor" did not execute the Balloon Note but signs below to grant and convey, under the terms of the Security Instrument, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by this Refinancing Instrument and secured by the Security Instrument (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Security Instrument (as renewed, extended, and amended hereby) without such party's consent.

1. As of **NOVEMBER 1, 2021**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$374,383.76, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$36,577.54** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$337,806.22**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.2500%** from **NOVEMBER 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,464.80** beginning on the **1ST** day of **DECEMBER, 2021**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **JANUARY 1, 2057**.

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Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest	Monthly* Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-422	4.2500%	11/01/2021	\$1,464.80	\$748.62 May adjust periodically	\$2,213.42 May adjust periodically	12/01/2021	422
Balloon	4.2500%	N/A	\$77,867.05 which is an estimated amount			01/01/2057	1

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date, or (iv) default under the terms of the modified note or security instrument.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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.

6. 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, 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.

7. 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.
8. 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. .
9. 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
10. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

In Witness Whereof, I have executed this Agreement.

Borrower: YOHANES HASWARDANA

Borrower: ARISTINOVA FAJRIAH

12/06/21

Date

12/06/21

Date

[Space Below This Line for Acknowledgments]

#### BORROWER ACKNOWLEDGMENT

State of WASHINGTON

County of Suagit

I certify that I know or have satisfactory evidence that **YOHANES HASWARDANA, ARISTINOVA FAJRIAH**, 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.

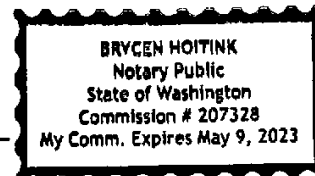
N/A This notarial act involved the use of communication technology

Dated: 12/6/2021

Signature of Notary Public

Notary Public Printed Name: Brycen Hortink

My commission expires: 5/9/2023



In Witness Whereof, the Lender has executed this Agreement.

**PLANET HOME LENDING LLC, AS SERVICER FOR, WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF MFRA TRUST 2015-1**

By Janina Woods (print name) 12/9/21 Date  
 Senior Vice President (title)

[Space Below This Line for Acknowledgments]

State of NEW YORK

SS:

County of MONROE

On the 9 day of Dec in the year 2021 before me, the undersigned, personally appeared **JANINA WOODS - NMLS ID 225813**, the **SENIOR VICE PRESIDENT**, 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.

Carie Sciabica

CARIE SCIABICA, Notary Public

My commission expires: 08/06/2022

CARIE SCIABICA  
 Notary Public - State of New York  
 No. 01SC4970224  
 Qualified in Monroe County  
 Commission Expires 8/6/22

**EXHIBIT A**

**BORROWER(S): YOHANES HASWARDANA, ARISTINOVA FAJRIAH**

**LOAN NUMBER: 2000009925**

**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 56, "THE MEADOW PHASE II, " AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 1 THROUGH 7, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**Tax/Parcel No. 4638-000-056-0005**

**ALSO KNOWN AS: 2326 W MEADOW BLVD, MOUNT VERNON, WASHINGTON 98273**