

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

County: **SKAGIT**

_____ [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. 201609260123

Additional reference #'s on page 2 of document

Grantor(s)/Borrower(s): BENJAMIN E. GREEN, SARAH PAULINE GREEN

Additional Grantors on page 2 of document

Lender/Grantee(s): MATRIX FINANCIAL SERVICES CORP, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

Additional names on page 2 of document

Trustee(s): CHICAGO TITLE INSURANCE COMPANY

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN

Complete legal description on page 8

Assessor's Property Tax Parcel/Account Number
P21015

Assessor Tax # not yet assigned

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:
KEYSA MCINTYRE
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 #: P21015

[Space Above This Line for Recording Data]

Original Principal Amount: \$332,500.00 **Fannie Mae Loan No.: 1740308803**
Unpaid Principal Amount: \$295,921.86 **Loan No: 0440538732**
New Principal Amount: \$318,633.98
New Money (Cap): \$22,712.12

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **JUNE, 2022**, between **BENJAMIN E. GREEN SARAH PAULINE GREEN, HUSBAND AND WIFE** ("Borrower"), whose address is **16229 OVENELL RD, MOUNT VERNON, WASHINGTON 98273** and **MATRIX FINANCIAL SERVICES CORP, 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 **SEPTEMBER 23, 2016** and recorded on **SEPTEMBER 26, 2016** in **INSTRUMENT NO. 201609260123**, 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,

16229 OVENELL RD, MOUNT VERNON, WASHINGTON 98273

LOAN MODIFICATION AGREEMENT - Flex Mod (3179)
04112022_87

0440538732

(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 **JULY 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$318,633.98**, 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 **3.5000%** from **JULY 1, 2022**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$1,234.36** beginning on the **1ST** day of **AUGUST, 2022** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.5000%** will remain in effect until the principal and interest are paid in full. If on **JULY 1, 2062** (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
- (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 .

In Witness Whereof, I have executed this Agreement.

7/12/22

Borrower: BENJAMIN E. GREEN

Date

[Signature]

7/12/22

Borrower: SARAH PAULINE GREEN *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

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 BENJAMIN E. GREEN, SARAH PAULINE GREEN, 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 This notarial act involved the use of communication technology

Dated: 7/12/22

[Signature]

Signature of Notary Public

Notary Public Printed Name: Katherine T Hall

My commission expires: 4/28/20



In Witness Whereof, the Lender has executed this Agreement.

**MATRIX FINANCIAL SERVICES CORP, BY FLAGSTAR BANK FSB, ATTORNEY
IN FACT UNDER LIMITED POA**

By [Signature] Tin Ho JUL 18 2022
Vice President
(print name) Date
(title)

_____ [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.

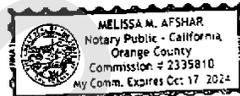
State of CA
County of Orange

On JUL 18 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]
Signature of Notary Public



(Seal)

EXHIBIT A

BORROWER(S): BENJAMIN E. GREEN SARAH PAULINE GREEN, HUSBAND AND WIFE

LOAN NUMBER: 0440538732

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 THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE OVENELL COUNTY ROAD WITH THE EAST LINE OF SAID SUBDIVISION;

THENCE NORTH ALONG THE EAST LINE OF SAID SUBDIVISION 400 FEET;

THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 200 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 144 FEET, MORE OR LESS. TO THE NORTHERLY LINE OF SAID COUNTY ROAD;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2;

THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST. A DISTANCE OF 1323.94 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 0 DEGREES 52 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 400 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0 DEGREES 52 MINUTES 36 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 113.36 FEET TO THE NORTHERLY RIGHT OF WAY MARGIN OF THE OVENELL ROAD AS IT EXISTED ON JUNE 1, 1993, BEING 20.00 FEET FROM THE EXISTING CENTERLINE (AS MEASURED PERPENDICULAR);

THENCE NORTH 52 DEGREES 53 MINUTES 26 SECONDS WEST ALONG SAID RIGHT OF WAY MARGIN A DISTANCE OF 12.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS POINT BEARING NORTH 37 DEGREES 06 MINUTES 34 SECONDS EAST AT A DISTANCE OF 837.00 FEET;

THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN AN ARC DISTANCE OF 40.25 FEET THROUGH A CENTRAL ANGLE OF 2 DEGREES 45 MINUTES 19 SECONDS;

THENCE NORTH 26 DEGREES 07 MINUTES 18 SECONDS EAST A DISTANCE OF 90.03 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax/Parcel No. P21015

ALSO KNOWN AS: 16229 OVENELL RD, MOUNT VERNON, WASHINGTON
98273

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UNOFFICIAL DOCUMENT

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