

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

_____[Space Above This Line For Recording Data]_____

2208240026
sel

34914

Investor Loan No: 1802505

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: P78083

Abbreviated Legal Description: **Abbreviated Legal Description as follows: LOT 8, THUNDERBIRD II**

Full legal description located on page: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

This Loan Modification Agreement ("Agreement"), made this 3rd day of August, 2022, between GARY E YOUNG, AND ALICE J YOUNG, HUSBAND AND WIFE ("Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 10, 2006, in the amount of \$326,568.00 and recorded on October 12, 2006 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 200610120199), 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
601 SHOSHONE DR, MOUNT VERNON, WA 98273
(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 August 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$514,709.58, 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 5.000%, from August 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$2,481.91, beginning on the 1st day of September, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.000% will remain in effect until principal and interest are paid in full. If on August 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 .

- 6. 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.

Borrower *Gary E. Young* Date: 8/10/2022
 - GARY E. YOUNG
 Borrower *Alice J. Young* Date: 8/10/2022
 - ALICE J. YOUNG



ACKNOWLEDGMENT

State of WASHINGTON §
County of SKAGIT §

On this day personally appeared before me GARY E. YOUNG AND ALICE J. YOUNG 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 10TH day of AUGUST, 2022.



Ed V. Zavala
Signature

ED V. ZAVALA
Printed Name

NOTARY
Title of Officer

SKAGIT COUNTY
Place of Residence of Notary Public

My Appointment Expires: 10/09/2023

(Seal or Stamp)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association

By: Tonya Higginbotham AUG 18 2022
Assistant Vice President -Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of Florida
County of Duval

§
§
§

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this AUG 18 2022 by Tonya Higginbotham, Assistant Vice President of SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, a Delaware limited partnership, on behalf of the limited partnership. He/she is personally known to me or who has produced _____ as identification.



Margo A Wise
Signature of Person Taking Acknowledgment
Margo A Wise
Name Typed, Printed or Stamped
Notary
Title or Rank
Serial Number, if any: _____
My Commission Expires: _____

(Seal)



EXHIBIT A

BORROWER(S): GARY E YOUNG, AND ALICE J YOUNG, HUSBAND AND WIFE

LOAN NUMBER: 2004998630

LEGAL DESCRIPTION:

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

**LOT 8, "THUNDERBIRD II", AS PER PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS,
PAGES 39 AND 40, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

Assessor's Property Tax Parcel or Account Number: P78083

ALSO KNOWN AS: 601 SHOSHONE DR, MOUNT VERNON, WA 98273



Loan No. 2004998630
Borrowers ("Borrower"): GARY E YOUNG, AND ALICE J YOUNG, HUSBAND AND WIFE

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 3rd day of, August, 2022, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

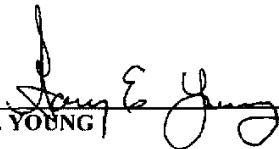
1. Escrow Items

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. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.


2. Interest Accrual Change.

Depending on the terms of your original note, interest may have accrued on a daily basis. According to the terms of your loan modification, interest will now accrue on an amortizing basis.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.



GARY E. YOUNG (Seal)
-Borrower



ALICE J. YOUNG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



Loan No. **2004998630**
Borrower(s): **GARY E YOUNG, AND ALICE J YOUNG, HUSBAND AND WIFE**

BALLOON PAYMENT / DEFERRED BALANCE RIDER

(For Fixed Interest Rate Modifications with Balloon Payment and/or Deferred Balance)

THIS BALLOON PAYMENT RIDER is made this **3RD** day of **AUGUST, 2022**, (this "Rider") by and between the undersigned borrower (the "Borrower") and **SELENE FINANCE LP, as attorney in fact for U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust c/o U.S. Bank Trust National Association** (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain **LOAN MODIFICATION AGREEMENT** (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.

IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. Borrower understands that he/she must repay the entire unpaid principal balance of the loan and interest on **AUGUST 1, 2052** (Maturity). If the loan is not paid off prior to that date, a Balloon Payment in the amount of **\$233,997.34**, will be due on Maturity.
3. The total amount of all balloon payments and/or Non-Interest Deferred Amounts, pursuant to the terms of the Agreement shall be **\$233,997.34** (the "Final Payment Amount").
4. The above Final Payment amount is due on Maturity and amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, any unpaid balance including interest on the loan shall be paid to the Lender at that time.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.

Gary E. Young (Seal) 8/10/2022
Borrower Name: GARY E. YOUNG Date

Alice J. Young (Seal) 8-10-2022
Borrower Name: ALICE J. YOUNG Date

____ (Seal) _____
Borrower Name: Date

____ (Seal) _____
Borrower Name: Date

