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County: SKAGIT

Document Title(s)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Number(s) of related documents:

Recorded Date : 09/16/2011, Instrument # 201109160067

Additional Reference #'s on page 3

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

SCOTT M NICHOLS

Additional Grantors on page 3

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

LAKEVIEW LOAN SERVICING LLC BY FLAGSTAR BANK FSB

Additional Grantees on page 3

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

LOT 2, SAUK MOUNTAIN VIEW ESTATES - SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2003, UNDER AUDITOR'S FILE NO. 200306090032, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Complete legal on page 7

Assessor's Property Tax Parcel/Account Number

4819-000-002-0000

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:
EDNA KENDRICK
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 4819-000-002-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$141,968.00	FHA/VA/RHS Case
Unpaid Principal Amount: \$113,910.31	No.:0207394093
New Principal Amount: \$101,360.56	Loan No: 0440228602
New Money (Cap): \$0.00	

Property Address: **1232 ARREZO DR, SEDRO WOOLLEY, WASHINGTON 98284**

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this **23RD** day of **SEPTEMBER, 2022**, between **SCOTT M. NICHOLS, A MARRIED MAN,**

DEALING AS HIS SEPARATE PROPERTY ("Borrower"), whose address is **1232 ARREZO DR, SEDRO WOOLLEY, WA 98284** 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 **SEPTEMBER 9, 2011** and recorded on **SEPTEMBER 16, 2011** in **INSTRUMENT NO. 201109160067**, of the **OFFICIAL** Records of **SKAGIT COUNTY, WASHINGTON**, and (2) the Note bearing the date of **SEPTEMBER 16, 2011**, 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

1232 ARREZO DR, SEDRO WOOLLEY, WASHINGTON 98284
(Property Address)

the real property described is located in **SKAGIT County, WASHINGTON** and 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, **OCTOBER 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$101,360.56**, 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 **6.2500%**, from **OCTOBER 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$575.46**, beginning on the **1ST** day of **NOVEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2062** (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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate

payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

SCOTT M. NICHOLS 10.10.2022
Borrower: SCOTT M. NICHOLS 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 SCOTT M. NICHOLS, 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.

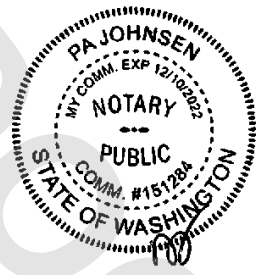
_____ This notarial act involved the use of communication technology

Dated: 10.10.22

PA JOHNSEN
Signature of Notary Public

Notary Public Printed Name: PA JOHNSEN

My commission expires: 12-10-22



In Witness Whereof, the Lender has executed this Agreement.

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

By *[Signature]* Zachariah Scales 10-13-22
(print name) Vice President 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.

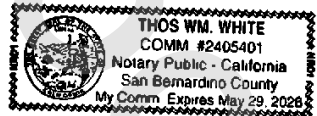
State of CALIFORNIA)
County of ORANGE)

On OCT 13 2022 before me THOS WM. WHITE Notary Public, personally appeared Zachariah Scales, 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): SCOTT M. NICHOLS, A MARRIED MAN,
DEALING AS HIS SEPARATE PROPERTY**

LOAN NUMBER: 0440228602

LEGAL DESCRIPTION:

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

**LOT 2, SAUK MOUNTAIN VIEW ESTATES - SOUTH, A PLANNED RESIDENTIAL
DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9,
2003, UNDER AUDITOR'S FILE NO. 200306090032, RECORDS OF SKAGIT
COUNTY, WASHINGTON.**

Tax/Parcel No. 4819-000-002-0000

ALSO KNOWN AS: 1232 ARREZO DR, SEDRO WOOLLEY, WASHINGTON 98284