Skagit County Auditor, WA

After Recording Return To: CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

Space Above This Line For Recording Data This Document Prepared By: **Home Preservation Umpqua Bank** 13535 SW 72nd Ave Suite 200 Tigard, OR 97223 **Document Title: LOAN MODIFICATION AGREEMENT** Reference numbers of related documents: 202008210134 on page of document Grantor(s): 1. LYNNDSIE TRASK 2. BRYAN TRASK 3. etc. additional names on page of document Grantee(s)/ Beneficiary(ies): 1. Umpgua Bank 2. 3. etc. additional names on page of document Assessor's Property Tax Parcel Account Number(s): 34043210190100 Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: THE NORTH 3/5 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, LYING EASTERLY OF THE BLODGETT COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF SKAGIT COUNTY SHORT PLAT NO. 23-76, APPROVED MAY 26, 1976, MORE FULLY

DESCRIBED IN EXHIBIT A.

820002202

WASHINGTON COVER PAGE

Loan No: 8501458147

Investor Loan No: 4021511133

MIN Number: 100045810003186258

After Recording Return To: CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

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Parcel ID Number: 34043210190100
Prior instrument reference: Instrument No: 202008210134, of the Official Records of SKAGIT County, WA.

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Original Recording Date: August 21, 2020 Original Loan Amount: \$463,500.00 New Money: \$38,677.15

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2022, between LYNNDSIE TRASK and BRYAN TRASK ("Borrower") and Umpqua Bank, whose address is 13535 SW 72nd Ave Suite 200, Tigard, OR 97223 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Lender. This Agreement amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated August 20, 2020 and recorded in Instrument No: 202008210134 and recorded on August 21, 2020, of the Official Records of SKAGIT County, WA 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

19584 SKYRIDGE RD, MOUNT VERNON, WA 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

* 1 1 7 4 3 + 3 5 *

Form 3179 1/01 (rev. 4/14) (page 1 of 8) follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of September 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$499,246.58, 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 3.500%, from September 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,934.04, beginning on the 1st day of October, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.500% will remain in effect until principal and interest are paid in full. If on September 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.
- 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



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 4/14) (page 2 of 8) 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. Borrower further understands and agrees that:
 - (a) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and Lender's successors and assigns and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel.



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Form 3179 1/01 (rev. 4/14) (page 3 of 8) (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part the Security Instrument, foreclosing or directing Trustee to institute foreclosure of the Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under the Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

- (b) "Nominee" means one designated to act for another as its representative for a limited purpose.
- (c) Lender, as the beneficiary under the Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing the Security Instrument, and substituting a successor trustee.
- (d) Notices. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with the Security Instrument will not be deemed to have been given to MERS until actually received by MERS.
- (e) Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed under the Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the title, power and duties conferred upon Trustee in the Security Instrument and by Applicable Law.
- Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in the Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender.

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Form 3179 1/01 (rev. 4/14) (page 4 of 8) This Agreement modifies an obligation secured by an existing security instrument recorded in SKAGIT County, WA, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$460,569.43. The principal balance secured by the existing security instrument as a result of this Agreement is \$499,246.58, which amount represents the excess of the unpaid principal balance of this original obligation.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 4/14) (page 5 of 8)

In Witness Whereof, the Lender and I have executed this Agreement.
dynasy Date: 9/25/22
LYNNDSIE TRASK -Borrower
Date: 9/25/22
BRYAN TRASK -Borrower
[Space Below This Line For Acknowledgments]
State of Washington
County of Skasit
I certify that I know or have satisfactory evidence that LYNNDSIE TRASK and BRYAN TRASK, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument. Dated: 93570000
Burhara L'euch
Signature of Notary NO WY
Title
My Commission expires: 7/3/2026 Origination Company: Umpqua Bank
NMLSR ID: 401867
BARBARA L CURETON Notary Public State of Washington Commission # 200544 My Comm. Expires Jul 3, 2026



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument 8300a 08/14

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Form 3179 1/01 (rev. 4/14) (page 6 of 8)

By: Kelser House	(Seal) - Lender
Name: Relacca Tuesd Title: Assistant Vice Assis	lent
	Date of Lender's Signature low This Line For Acknowledgments]
State of Oregon County of Wallington	
I certify that I know or have satisfactory of	
	_, the ASSISTAR Vice President of
(name of person) is the person who app	eared before me, and said person acknowledged that (he/she) d it to be (his/her) free and voluntary act for the uses and
Dated: 10-13-22	OFFICIAL STAMP ROBERT ANTHONY WILLIAMS
Signature of Notany Moral 4 Public Title	NOTARY PUBLIC - OREGON COMMISSION NO. 1023009 MY COMMISSION EXPIRES MARCH 29, 2026
Title My Commission expires: 3 -25 -3	2026







Form 3179 1/01 (rev. 4/14) (page 7 of 8)

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Mortgage Electronic Registration Systems, Inc - Nominee for Lender
Name: Suzamulli
Title: ASSISTENT Secretary MERS
[Space Below This Line For Acknowledgments]
State of Oregon
County of Washing 7-4
I certify that I know or have satisfactory evidence that
SUZTABLE Wells the ASSISTANT SECRETCH MERS OF
morragge electronic logis-fra-tion surrows inc nomine of factories in the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.
Dated: 19-1)-22 Part Aktivity Signature of Notary Notary Public Organission No. 1021009 Any Commission Expires March 29, 2026
My Commission expires: 3 25-2021



LOÁN MODIFICÁTION ÁGREEMENT - Single Family - Fannie Mae Uniform Instrut 8300a 08/14



Form 3179 1/01 (rev. 4/14) (page 8 of 8)

Exhibit "A"

Loan Number: 8501458147

Property Address: 19584 SKYRIDGE RD, MOUNT VERNON, WA 98274

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: THE NORTH 3/5 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, LYING EASTERLY OF THE BLODGETT COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF SKAGIT COUNTY SHORT PLAT NO. 23-76, APPROVED MAY 26, 1976 AND RECORDED UNDER AUDITORS FILE NO. 835799, IN VOLUME 1 OF SHORT PLATS, PAGES 134 AND 135, EXCEPT THAT PORTION LYING NORTH OF SKYRIDGE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY INSTRUMENT RECORDED NOVEMBER 24, 1958, UNDER AUDITORS FILE NO. 573210 AND 9209140128. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



