05/17/2023 01:54 PM Pages: 1 of 11 Fees: \$213.50

Skagit County Auditor, WA

After Recording, Return To: Townsgate Closing Services 420 Rouser Road, Suite 500 Moon Township, PA 15108

—[Space Above This Line For Recording Data]—

LOAN NO.: 7-5056971 MJN: 100715970005794365

Investor Case No. 464660974798

Investor Loan No: 464600974798

# LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: P119852
Abbreviated Legal Description: It 39 Skagit view nov 15 in Skagit county and WA
Full legal description located on page: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement"), made this 23rd day of March, 2023, between JEFFREY R. BROWN AND MINDA A. BROWN ("Borrower"), PennyMac Loan Services, LLC ("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 May 13, 2020, in the amount of \$242,100.00 and recorded on June 1, 2020 in Book, Volume, or Liber No. 202006010002, at Page (or as Instrument No. N/A), of the Official Records of SKAGIT, 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:

2510 SOUTH 18TH STREET, 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 follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

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Loan Modification Agreement—Single Family—Fannie Mac Uniform Instrument
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- As of May 1, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$223,021.25, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 7.250%, from April 1, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$1,445.92, beginning on the 1st day of May, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.250% will remain in effect until principal and interest are paid in full. If on June 1, 2060 (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. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument 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.
- 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:
  - 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.
  - 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.

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- 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.
- Borrower agrees that they will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. Borrower understands that either a corrected Agreement or a letter agreement containing the correction will be provided for signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement.
- 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.

- g) That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- h) "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. (888) 679-MERS.

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Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument





- 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. (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.
- "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.
- 8. Borrower understands that the Note and Security Instrument will not be modified unless and until (i) the Lender accepts this Agreement by signing the Loan Modification Agreement, (ii) the Modification Effective Date (as defined in Section 3) has occurred, and (iii) Bankruptcy Court approval, where applicable, has been obtained and Borrower has timely made all required trial plan payments through Court approval.

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9. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification.

Borrower

EFINEY R. BROWN

Date: 4/14/202

Date: \_\_\_\_/

Borrower

MINDA A. BROWN \*SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT



# ACKNOWLEDGMENT

State ofA	§
County of Skapil	§ §

On this day personally appeared before me JEFFREY R. BROWN AND MINDA A. BROWN 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 141 day of April 2023

Signature

Rei Da Dhali wall

Printed Name

Victory Public

Title of Officer

Place of Residence of Notary Public

My Appointment Expires: 67/09/2023

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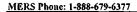
ACCEPTED AND AGREED TO BY THE OWNER A PennyMac Loan Services, LLC	ND HOLDER OF SAID NOTE  Mortgage Electronic Registration Systems, Inc.
Linda Golden Senior Vice President  APR 2 0 2023  Date of Lender's Signature	
ACKNOV	VLEDGMENT
A notary public or other officer completing this ce signed the document to which this certificate is att that document.	ertificate verifies only the identity of the individual who tached, and not the truthfulness, accuracy, or validity of
State of	
personally appeared be the person whose name is subscribed to the within in	who proved to me on the basis of satisfactory evidence to astrument, and acknowledged to me that he/she executed the poration, and that by his/her signature on the instrument the red, executed the instrument.
I certify under PENALTY OF PERJURY un paragraph is true and correct.	der the laws of the State of California that the foregoing
WITNESS my hand and official seal.	
	SEE ATTACHED
No	otary Public
Pri	inted Name
(Seal) My	y Commission Expires:
MERS Phone: 1-888-679-6377	
Loan Modification Agreement—Single Family—Fannie Mae Unifo Pag	orm Instrument



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On	7/20/2023	before me,	Armon Booth,	and title of the officer)
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who pro	ved to me on the	inda Golden basis of satisfactory e	vidence to be the	e person(s) whose name(s) is/are
who pro subscrit his/her/l person(: certify	wed to me on the bed to the within in their authorized cases, or the entity up	basis of satisfactory enstrument and acknow apacity(ies), and that boon behalf of which the	ledged to me that y his/her/their sign person(s) acted	e person(s) whose name(s) is/are at he/she/they executed the same ignature(s) on the instrument the line executed the instrument.  ate of California that the foregoing

## **ACKNOWLEDGMENT**

A notary public or other office certificate verifies only the ide who signed the document to vattached, and not the truthfulr validity of that document.	ntity of the indiv which this certifi	ridual cate is	
State of California County of Ventura On 04/20/2023	hefore me	Armon Booth,	Notary Public
OII	belote me,		and title of the officer)
subscribed to the within instrum- his/her/their authorized capacity person(s), or the entity upon bel	of satisfactory e ent and acknow (ies), and that b nalf of which the	ledged to me that by his/her/their sign person(s) acted	, executed the instrument.
I certify under PENALTY OF PE paragraph is true and correct.	RJURY under t	he laws of the St	ate of California that the foregoing
WITNESS my hand and official s	seal.		ARMON BOOTH Notary Public - California Ventura Country Commission # 2374565 My Comm. Expires Sep 11, 2025



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### **EXHIBIT A**

BORROWER(S): JEFFREY R. BROWN AND MINDA A. BROWN

LOAN NUMBER: 7-5056971

**LEGAL DESCRIPTION:** 

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

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 39, SKAGIT VIEW ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 2002, UNDER AUDITORS FILE NO. 200211150098, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel or Account Number: P119852

ALSO KNOWN AS: 2510 SOUTH 18TH STREET, MOUNT VERNON, WA 98274

MERS Phone: 1-888-679-6377

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