

After Recording Return To:

1st Security Bank of Washington
c/o DocProbe
1820 Swarthmore Avenue
P.O. Box 840
Lakewood, NJ 08701

[Space Above This Line for Recording Data]

CCP Loan #: 5152103590
Modification Loan #: 5152539890

m10530

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this July 12, 2023 between Lester Polchlopek and Skochii Bennett-Polchlopek and 1st Security Bank of Washington ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 23, 2022 and recorded under recording number 2022-04290066, 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 4970 Samish Terrace Road, Bow, WA 98232 the real property described being set forth as follows:

See attached Exhibit "A"

Lot 22, block 1, Samish Terrace
Parcel Number: P68819/3992-001-022-0006

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 12, 2023 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$481,000.00 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 6.750% from August 1, 2023 Borrower promises to make monthly payments of principal and interest of U.S. \$3,119.76 beginning on the 1st day of September 2023 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.750% will remain in effect until principal and interest are paid in full. If on August 1, 2053 (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.

[Signature] (Seal)
Lester Polchlopek

[Signature] (Seal)
Skochii Bennett-Polchlopek

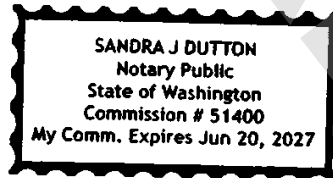
[Space Below This Line for Acknowledgments]

STATE OF Washington
COUNTY OF Skagit

I certify that I have personally watched, Lester Polchlopek and Skochii Bennett-Polchlopek sign the name(s) typed on the signature line. I further certify that I have obtained sufficient identification to have knowledge that, in fact, the above signature(s) belong to the parties named.

Dated this 17th Day of July, 20 23.

(SEAL)



[Signature]
Notary Public

Sandra J Dutton
Printed Name

My Commission Expires: 6.20.2027

1st Security Bank of Washington

By: [Signature]
1st Security Bank of Washington

July 19 2023
Date of Lender's Signature

EXHIBIT A

File No.: 21-9974-TO

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the City of Bow , County of Skagit, State of Washington, and being more particularly described as follows:

Lot 22, Block 1, "SAMISH TERRACE", as per plat recorded in Volume 7 of Plats, page 20, records of Skagit County, Washington.

ALSO, an undivided 1/80th interest in the following described real estate:

Beginning at the Southeast corner of Government Lot 1, Section 26, Township 36 North, Range 2 East, W.M.; thence North 1°38'45" East along the section line, a distance of 1,164.02 feet to the meander corner between Sections 25 and 26;
thence South 82°30' West, a distance of 483.15 feet to the true point of beginning;
thence continue South 82°30' West, a distance of 50.64 feet;
thence South 1°38'45" West, a distance of 477.07 feet to the North edge of the H. R. Roney Road;
thence Southeasterly along the North line of the said H. R. Roney Road, a distance of 51.0 feet;
thence North 1°38'45" East, a distance of 495.3 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot in Block on the City of Bow Tax Map.