

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]
Modification Loan Number: 5152264250

M10551

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **October 13, 2023** between **Bayan Olwyn Torvinen and Skeeter J Torvinen**, and 1st Security Bank of Washington ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 15, 2022** and recorded under recording number, **2022-09190074**, Skagit - 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 **7273 Sled Run Rd Concrete, WA 98237**, the real property described being set forth as follows:

SEE ATTACHED LEGAL

Parcel: P43551/350809-0-020-0008
Lot 1, SP PL04-0715, AF # 200603090163, T&W PHASE NE 9-35-8
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):

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

1. As of **October 13, 2023** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **360,000.00** 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 **8.000%**, from **November 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S \$ **2,641.55** beginning on the 1st day of **December, 2023** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **8.000%** will remain in effect until principal and interest are paid in full. If on **November 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)
Bayan Olwyn Torvinen -Borrower

[Signature] (Seal)
Skeeter J Torvinen -Borrower

[Space Below This Line for Acknowledgments]

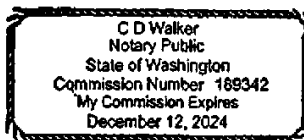
STATE OF Washington

COUNTY OF SKAGIT

I certify that I have personally watched, Bayan Olwyn Torvinen and Skeeter J Torvinen, 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 15th Day of OCTOBER, 20 23.

(SEAL)




[Signature]
Notary Public

C.D. WALKER
Printed Name

My Commission Expires: 12.12.24

1st Security Bank of Washington -Lender

By: [Signature]
1st Security Bank of Washington
10-17-2023
Date of Lender's Signature

| | | |
|---|-----------------------|--|
|  | First American Title™ | ALTA Commitment for Title Insurance |
| | | ISSUED BY First American Title Insurance Company |
| Exhibit A | | |

Commitment No.: 21-13785-TO

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1, Skagit County Short Plat No. PL-04-0715, approved February 17, 2006 and recorded March 9, 2006 under Skagit County Auditor's File No. 200603090163, being a portion of the Northeast 1/4 of Section 9, Township 35 North, Range 8 East, W.M.

TOGETHER WITH that portion of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 35 North, Range 8 East, W.M., lying Northerly of the following described line:

Commencing at the intersection of the Northerly right-of-way margin of Grassmere Road with the East line of said Section 9;
 thence North 79°09'31" West (called North 79°58' West on previous descriptions) for a distance of 413.80 feet;
 thence North 1°01'31" West (called North 1°50' West on previous descriptions) for a distance of 624.76 feet to a point on an East-West fence line and being the TRUE POINT OF BEGINNING of said line description:
 thence along said East-West fence line as follows:
 South 86°36'04" West for a distance of 12.97 feet;
 thence South 89°52'20" West for a distance of 83.28 feet;
 thence South 89°52'57" West for a distance of 93.20 feet;
 thence North 89°40'33" West for a distance of 68.39 feet;
 thence South 88°51'53" West for a distance of 86.70 feet;
 thence North 88°27'08" West for a distance of 34.30 feet;
 thence South 82°32'18" West for a distance of 16.95 feet, more or less, to the Northeast corner of that certain tract of land conveyed to James D. Wilson by Deed recorded under Skagit County Auditor's File No. 208787;
 thence continue along said fence line South 88°26'01" West for a distance of 29.82 feet;
 thence South 86°47'16" West for a distance of 58.98 feet;
 thence South 85°00'15" West for a distance of 26.49 feet;
 thence South 86°08'57" West for a distance of 49.18 feet;
 thence South 86°40'49" West for a distance of 26.62 feet, more or less, to an East line of Lot 1, Skagit County Short Plat No. PL-04-0715, approved February 17, 2006 and recorded March 9, 2006 under Skagit County Auditor's File No. 200603090163 at a point bearing South 0°32'37" West a distance of 64.66 feet from an angle point on the property line of said Lot 1;
 thence South 86°40'49" West for a distance of 9.51 feet, more or less, to the West line of that certain parcel conveyed to W. L. and Eula Connally by Deed recorded in Volume 104 of Deeds, page 487 and being the terminus of said line.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXCEPT any portion thereof lying Easterly and Southerly of the following described line:

Commencing at the intersection of the Northerly right-of-way margin of the County road (Grassmere Road) with the East line of said Section 9;
 thence North 79°09'31" West (called North 79°58' West on previous descriptions) along the Northerly margin of said Grassmere Road for a distance of 413.80 feet to the POINT OF BEGINNING of said line description;
 thence North 1°01'31" West (called North 1°50' West on previous descriptions) for a distance of 624.76 feet to a point on an East-West fence line at a point bearing South 86°36'04" West a distance of 1.3 feet from the Southeast fence corner;
 thence continue North 1°01'31" West for a distance of 47.94 feet, more or less, to the Northeast corner of that certain parcel conveyed to John and Michelle Zitkovich, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9110070051, also being a corner on the South line of said Lot 1, Skagit County Short Plat No. PL-04-0715;
 thence continue North 1°01'31" West for a distance of 75.29 feet to a Northwest corner of said fence line;
 thence North 86°40'31" East along the North line of said fence for a distance of 17.67 feet, more or less, to the East line of said Lot 1, Short Plat No. PL-04-0715 at a point bearing South 0°32'37" West and a distance of 26.02 feet from the Northeast corner of said Lot 1 and also being the terminus of said line description.

ALSO EXCEPT that portion of said Lot 1 lying Southerly and Easterly of the following described line:

Commencing at the intersection of the Northerly right-of-way margin of Grassmere Road with the East line of said Section 9;
 thence North 79°09'31" West (called North 79°58' West on previous descriptions) for a distance of 413.80 feet;
 thence North 1°01'31" West (called North 1°50' West on previous descriptions) for a distance of 624.76 feet to a point on an East-West fence line;
 thence along said East-West fence line as follows:
 South 86°36'04" West for a distance of 12.97 feet;
 thence South 89°40'33" West for a distance of 83.28 feet;
 thence South 89°52'20" West for a distance of 93.20 feet;
 thence North 89°40'33" West for a distance of 68.39 feet;
 thence South 88°51'53" West for a distance of 86.70 feet;
 thence North 88°27'08" West for a distance of 34.30 feet;
 thence South 82°32'18" West for a distance of 16.95 feet, more or less, to the Northeast corner of that certain tract of land conveyed to James D. Wilson by Deed recorded under Skagit County Auditor's File No. 208787;

thence continue along said fence line South 88°26'01" West for a distance of 29.82 feet;
 thence South 86°47'16" West for a distance of 58.98 feet;
 thence South 85°00'15" West for a distance of 26.49 feet;
 thence South 86°08'57" West for a distance of 49.18 feet;
 thence South 86°40'49" West for a distance of 26.62 feet, more or less, to an East line of Lot 1, Skagit County Short Plat No. PL-04-0715, approved February 17, 2006 and recorded March 9, 2006 under Skagit County Auditor's File No. 200603090163 at a point bearing South 0°32'37" West a distance of 64.66 feet from an angle point on the property line of said Lot 1 and being the TRUE POINT OF BEGINNING of said line description;
 thence continue along said fence line South 86°40'49" West for a distance of 10.10 feet;

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thence South 33°41'25" West for a distance of 11.77 feet;
thence South 0°15'18" East for a distance of 33.97 feet;
thence South 0°33'30" East for a distance of 143.09 feet;
thence South 0°19'50" East for a distance of 190.99 feet;
thence South 7°11'05" West for a distance of 112.30 feet, more or less, to said Northerly right-of-way
margin of Grassmere Road at a point bearing North 79°09'31" West a distance of 23.75 feet from the
Southeast corner of said Lot 1, Short Plat No. PL-04-0715 and being the terminus of said line.

Situate in the County of Skagit, State of Washington.

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