

When recorded mail to:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

County: **SKAGIT**

_____[Space Above This Line for Recording Data]_____

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document **must** be filled in)

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Reference Numbers(s) of related documents: INSTRUMENT NO. 202211100075

Additional reference #'s on page 2 of document

Grantor(s)/Borrower(s): KAYLA M. DOKKEN, ANTHONY M. CANO

Additional Grantors on page 2 of document

Lender/Grantee(s): FLAGSTAR BANK, N.A.

Additional names on page 2 of document

Trustee(s): CHICAGO TITLE COMPANY OF WASHINGTON

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

LOT 3, SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 Complete legal description on page 7
EAST, W.M.,

Assessor's Property Tax Parcel/Account Number
35071700300007

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The responsibility for the accuracy of the indexing information is that of the document preparer. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This Document Prepared By:

EDI DONLIC

FLAGSTAR BANK, N.A.

8800 BAYMEADOWS WAY WEST, SUITE 400

JACKSONVILLE, FL 32256

800-393-4887

When Recorded Mail To:

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Tax/Parcel #: 35071700300007

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Original Principal Amount: \$327,458.00

Unpaid Principal Amount: \$247,191.46

New Principal Amount: \$259,017.69

New Money (Cap): \$11,826.23

FHA/VA/RHS Case No.: 203 566-3785418

Loan No: 0720161142

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 18TH day of JULY, 2024, between **KAYLA M. DOKKEN, AN UNMARRIED PERSON AND ANTHONY M. CANO, AN UNMARRIED PERSON ("Borrower")**, whose address is **37331 CAPE HORN RD, SEDRO WOOLLEY, WASHINGTON 98284** and **FLAGSTAR BANK, N.A.**

("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **NOVEMBER 9, 2022** and recorded on **NOVEMBER 10, 2022** in **INSTRUMENT NO. 202211100075**, of the **OFFICIAL** Records of **SKAGIT COUNTY, 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

37331 CAPE HORN RD, 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, **AUGUST 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$259,017.69**, 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. **\$11,826.23**.
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 **6.8750%**, from **AUGUST 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,586.15**, beginning on the **1ST** day of **SEPTEMBER, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2064** (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.

KAYLA M DOKKEN

Signed with Stavvy

08/02/2024

Borrower: KAYLA M. DOKKEN

Date

ANTHONY M CANO

08/02/2024

Borrower: ANTHONY M. CANO *signing solely to acknowledge this Agreement,
but not to incur any personal liability for the debt

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

MP State of ~~Washington~~ Michigan
County of Macomb

I certify that I know or have satisfactory evidence that **KAYLA M. DOKKEN, ANTHONY M. CANO**, 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: 8/2/2024

Michael Pewarchie

Signed with Stavvy

Signature of Notary Public

Notary Public Printed Name: Michael Pewarchie

My commission expires: 3/24/2029

MICHAEL PEWARCHIE

Notary Public

State of Michigan

County of Macomb

My Commission Expires March 24, 2029

Notarized remotely via audio/video communication using Stavvy

In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, N.A.

Sharon Denese Smith

Signed with **Stavvy**

08/02/2024

By **Sharon Denese Smith** (print name)
(title)

Date

Asset Administration Escalations Specialist

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Florida

County of Duval

This instrument was acknowledged before me on 08/02/2024 by
Sharon Denese Smith **Asset Administration Escalations Specialist** of **FLAGSTAR BANK,**
N.A.

, a company, on behalf of the company.

☒ This notarial act was an online notarization using communication technology.

Katia Elliott

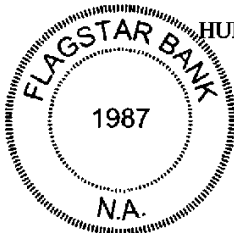
Notary Public **Stavvy**

Printed Name: Katia Elliott

My commission expires: 4/4/2026

KATIA ELLIOTT
Notary Public State Of Florida
Commission Number HH 457387
My Commission Expires April 4, 2026

Notarized remotely via audio/video communication using Stavvy



HUD Modification Agreement 02042024_45

EXHIBIT A

**BORROWER(S): KAYLA M. DOKKEN, AN UNMARRIED PERSON AND
ANTHONY M. CANO, AN UNMARRIED PERSON**

LOAN NUMBER: 0720161142

LEGAL DESCRIPTION:

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

THE EAST 75 FEET OF THE FOLLOWING DESCRIBED TRACT:

**THAT PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 35
NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT 330 FEET EAST OF THE NORTHWEST CORNER OF
SAID GOVERNMENT LOT 3;**

**THENCE SOUTH 00 DEGREES 30 MINUTES EAST, PARALLEL WITH THE
WEST LINE OF SAID**

LOT A DISTANCE OF 1,303 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST, 175 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES EAST, 21 FEET;

THENCE WEST 175 FEET;

**THENCE NORTH 00 DEGREES 30 MINUTES WEST, 21 FEET TO THE POINT OF
BEGINNING.**

**TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 17,
TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT 330 FEET EAST OF THE NORTHWEST CORNER OF

SAID LOT3;

**THENCE SOUTH 00 DEGREES 30 MINUTES EAST PARALLEL WITH THE
WEST LINE OF SAID**

LOT A DISTANCE OF 1,324 FEET;

THENCE EAST 100 FEET TO A TRUE POINT OF BEGINNING;

THENCE EAST 90 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES EAST, 242.4 FEET;

**THENCE WESTERLY ALONG THE NORTH BANK OF THE SKAGIT RIVER 90
FEET, MORE OR LESS, TO A POINT SOUTH 00 DEGREES 30 MINUTES EAST
TO THE TRUE POINT OF BEGINNING;**

**THENCE NORTH 00 DEGREES 30 MINUTES WEST TO THE TRUE POINT OF
BEGINNING;**

**EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING
DESCRIBED TRACT OF LAND;**

**BEGINNING AT A POINT 330 FEET EAST OF THE NORTHWEST CORNER OF
SAID LOT 3;**

**THENCE SOUTH 00 DEGREES 30 MINUTES EAST PARALLEL WITH THE
WEST LINE OF SAID LOT A DISTANCE OF 1,324 FEET;**

THENCE EAST 175 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST 15 FEET;

THENCE SOUTH 00 DEGREES 30 MINUTES EAST, 242.2 FEET;

**THENCE WESTERLY ALONG THE NORTH BANK OF THE SKAGIT RIVER, 15
FEET TO A POINT SOUTH 00 DEGREES 30 MINUTES EAST TO THE POINT OF
BEGINNING;**

**THENCE NORTH 00 DEGREES 30 MINUTES WEST, 242 FEET, MORE OR LESS,
TO THE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax/Parcel No. 35071700300007

**ALSO KNOWN AS: 37331 CAPE HORN RD, SEDRO WOOLLEY, WASHINGTON
98284**