

**When Recorded Mail To:**

First American Title Insurance Company  
Attn: DTO Recording, Mail Code: 4002  
4795 Regent Blvd,  
Irving, TX 75063

FAT Doc. No.: 91976356

County: SKAGIT

**Document Title(s)**

LOAN MODIFICATION AGREEMENT

**Reference Number(s) of related documents:**

201512280175

Additional Reference #'s on page 1

**Grantor(s)** (Last, First, and Middle Initial)

JOHN HERBERT SCHMITZ

REBECCA D SCHMITZ

Additional Grantors on page 1

**Grantee(s)** (Last, First, and Middle Initial)

UMPQUA BANK

**Trustee(s)**

Additional Grantees on page 1

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH,  
RANGE 3 EAST OF THE WILLAMETTE MERIDIAN

Complete legal on page 8

**Assessor's Property Tax Parcel/Account Number**

P48018/360322-1-001-2309

Additional parcel #'s on page 1

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE  
RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT  
PREPARER.

After Recording Return To:  
First American Mortgage Solutions, LLC  
4795 Regent Blvd - MC-3007  
Irving, TX 75063

This Document Prepared By:  
Home Preservation  
Umpqua Bank  
9285 NE Tanasbourne Dr  
Hillsboro, OR 97124

Parcel ID Number: P48018/360322-1-001-2309  
Prior instrument reference: Instrument No:  
201512280175, of the Official Records of SKAGIT  
County, WA.

[Space Above This Line For Recording Data]  
Original Recording Date: **December 28, 2015** Loan No: **8501259358**  
Original Loan Amount: **\$360,000.00** Investor Loan No: **1736224092**  
New Money: **\$32,277.62** MIN Number: **100045810001208914**

## LOAN MODIFICATION AGREEMENT (Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of August, 2024, between **JOHN HERBERT SCHMITZ and REBECCA D SCHMITZ** ("Borrower") and **Umpqua Bank**, whose address is **9285 NE Tanasbourne Dr, Hillsboro, OR 97124** ("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 **December 19, 2015** and recorded in **Instrument No: 201512280175** and recorded on **December 28, 2015**, 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

**3396 COLONY MOUNTAIN DR, BOW, WA 98232,**  
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;



7 0 0 0 6 5 7 2 0 1  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform  
Instrument  
8300b 08/14



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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 **September 1, 2024**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$414,903.29**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$123,020.49** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$291,882.80**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.500%**, from **September 1, 2024**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,312.20**, beginning on the **1st** day of **October, 2024**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **4.500%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **September 1, 2064**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and 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. 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.

5. 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



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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.

6. 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.



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By checking this box, Borrower also consents to being contacted by text messaging [ ].

- (g) "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.

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 \$382,625.67. The principal balance secured by the existing security instrument as a result of this Agreement is \$414,903.29, which amount represents the excess of the unpaid principal balance of this original obligation.



\* 8 5 0 1 2 5 9 3 5 8 \*



\* 7 0 0 6 5 7 2 0 1 \*  
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\* 1 4 0 7 9 + 3 5 \*

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In Witness Whereof, the Lender and I have executed this Agreement.

JOHN HERBERT SCHMITZ -Borrower

Date: 9-13-24

REBECCA D SCHMITZ -Borrower

Date: 9-13-24

[Space Below This Line For Acknowledgments]

State of Washington

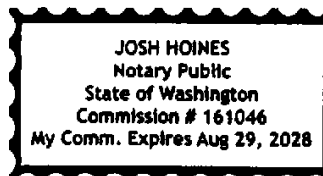
County of SKAGIT

I certify that I know or have satisfactory evidence that **JOHN HERBERT SCHMITZ and REBECCA D SCHMITZ**, (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: 9-13-2024

Signature of Notary

Notary Public  
Title



My Commission expires: 8-29-2028  
Origination Company: Umpqua Bank  
NMLSR ID: 401867



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Umpqua Bank

By: Rebecca Tweed (Seal) - LenderName: Rebecca TweedTitle: Assistant Vice President9-15-24

Date of Lender's Signature

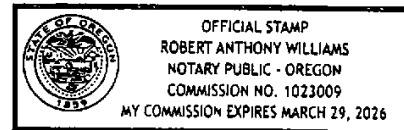
[Space Below This Line For Acknowledgments]

State of OregonCounty of Washington

I certify that I know or have satisfactory evidence that

Rebecca Tweed, the Assistant Vice President of  
Umpqua Bank

(name of person) is 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: 9-19-24Robert Anthony Williams  
Signature of NotaryNotary Public  
TitleMy Commission expires: 3-29-26LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform  
Instrument  
8300b 08/14

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Steven P Wright  
 Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Steven P Wright

Title: Asst Secretary

[Space Below This Line For Acknowledgments]

State of Oregon

County of Washington

I certify that I know or have satisfactory evidence that

Steven P Wright, the Assistant Secretary member of  
Mortgage Electronic Registration Systems Inc Nominee for Lender

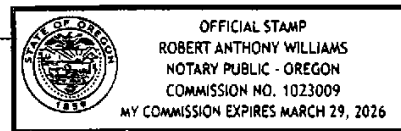
(name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-19-24

Robert Anthony Williams  
 Signature of Notary

Notary Public  
 Title

My Commission expires: 3-25-2026



\* 8 5 0 1 2 5 9 3 5 8 \*



\* 1 4 0 7 9 + 3 5 \*



\* 7 0 0 0 6 5 7 2 0 1 \*  
 LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform  
 Instrument  
 8300b 08/14

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**Exhibit "A"****Loan Number: 8501259358****Property Address: 3396 COLONY MOUNTAIN DR, BOW, WA 98232****Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 228.50 FEET NORTH, 1,023.33 FEET EAST OF THE CENTER OF SECTION 22; THENCE NORTH 47°45'00" WEST, 388.81 FEET; THENCE NORTH 56°20'00" EAST, 549.95 FEET; THENCE SOUTH 47°25'00" EAST, 137.54 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1,970 FEET, THE CENTER OF WHICH CURVE BEARS SOUTH 42°35'00" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°34'11", AN ARC DISTANCE OF 260.27 FEET; THENCE SOUTH 57°41'24" WEST, 533.18 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARINGS OF THIS DESCRIPTION IS THE EAST-WEST CENTERLINE OF SAID SECTION 22, WHICH BEARS SOUTH 89°09'44" EAST.



\* 8 5 0 1 2 5 9 3 5 8 \*

12338 06/18 Exhibit A Legal Description Attachment



\* 1 4 0 7 9 + 3 5 \*

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