

After recording please return to:  
ServiceLink  
Attn: Loan Modification Solutions  
320 Commerce, Suite 100  
Irvine, CA 92602

[Space Above This Line For Recording Data]

Investor Loan No: 875758189

250480302-SP

Loan No: 1034292843

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

Deed recorded 02/06/2025 Inst #202502060026 in Skagit County Auditor  
Death Cert for George Terek Certificate No. 2020-008285 Date Issued 02-26-2020 State of WA

Assessor's Property Tax Parcel or Account Number: P68465, P73350, P20527

Abbreviated Legal Description: TRACT A, "RENSINK-WHIPPLE SALMON BEACH TRACTS",  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 55, RECORDS  
OF SKAGIT COUNTY, WASHINGTON PARCEL ID: P68465

Full legal description located on page: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF:

This Loan Modification Agreement ("Agreement"), made this 20th day of August, 2025, between  
ANGELA N TEREK ("Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and  
authorized agent of JH Residential Whole Loan Trust ("Lender"), amends and supplements (1) the Mortgage,  
Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated  
December 20, 2007, in the amount of \$500,000.00 and recorded on January 14, 2008 in Book, Volume, or Liber  
No. , at Page (or as Instrument No. 200801140064), of the Official (Name of Records) Records of  
SKAGIT, WASHINGTON (County and State, or other jurisdiction) 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

6764 SALMON BEACH RD, ANACORTES, WA 98221

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

ADDITIONAL ATTACHMENTS ATTACHED HERETO AND MADE A PART HEREOF

- LOAN MODIFICATION AGREEMENT RIDER

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. \$454,624.54, consisting of the unpaid amount(s) loaned to



\* 1 0 3 4 2 9 2 8 4 3 \*

Borrower by Lender plus any interest and other amounts capitalized. As a result of this modification, the due date has been moved from the 29th of the month to the 1st of the month.

2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of 6.000% from August 1, 2024. Borrower promises to pay monthly payments of principal and interest of \$3,580.49 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. The new Maturity Date will be March 1, 2033. Borrower's payment schedule for the modified Loan is as follows:

| No. of Months | Interest Rate | Interest Rate Change Date | Monthly Principal and Interest Payment Amount | Estimated Monthly Escrow Payment Amount* | Total Monthly Payment*                | Payment Begin Date |
|---------------|---------------|---------------------------|-----------------------------------------------|------------------------------------------|---------------------------------------|--------------------|
| 103           | 6.000%        | 08/01/2024                | \$3,580.49                                    | \$0.00<br>May adjust periodically        | \$3,580.49<br>May adjust periodically | 09/01/2024         |

\*The escrow payment may be adjusted periodically in accordance with applicable law; Therefore, my total monthly payment may change accordingly.

3. Borrower's Loan Modification Agreement contains a Balloon Payment.
- A) THE BALLOON PAYMENT IS IN THE AMOUNT OF \$279,047.11, AND WILL BE DUE ON MARCH 1, 2033 (MATURITY) OR UPON SALE OF THE MORTGAGED PROPERTY IF SOLD PRIOR TO MATURITY.
- B) THE ABOVE BALLOON PAYMENT AMOUNT IS BASED ON ALL OTHER MONTHLY PAYMENTS BEING PAID AS SCHEDULED. HOWEVER, IF BORROWER IS STILL OBLIGATED UNDER THE TERMS OF THE AGREEMENT AT MATURITY, OR UPON SALE, ANY UNPAID BALANCE INCLUDING INTEREST ON THE LOAN SHALL BE PAID TO THE LENDER AT THAT TIME.
- C) NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE BORROWER'S DISCHARGE, AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY, OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THE TIME OF MATURITY. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THEY MAY OWN, OR WILL HAVE TO FIND A LENDER, WILLING TO LEND THEM THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER .
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 this 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 this Security Instrument. If Borrower fails



\* 1 0 3 4 2 9 2 8 4 3 \*

to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.
6. Borrower understands and agrees that:
- a) In order to accept the offer set forth herein, Borrower must sign and return this Agreement to Lender no later than **September 3, 2025**. Failure to return by **September 3, 2025**, may be considered non-acceptance and result in the offer being void and withdrawn.
  - b) This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
  - c) As of the Modification Effective Date, the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
  - d) Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.



- e) Borrower 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 to the borrower 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, and borrower will not be eligible for a modification under the Modification Program.
- f) If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies borrower against any loss associated with a demand on the Note. Borrower agrees to deliver the Documents within ten (10) days after received by the Lender's written request for such replacement.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.

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

7. Borrower further understands and agrees that:

- 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.
- b. "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.

8. 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.
9. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
10. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to



be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

  
Borrower \_\_\_\_\_ ANGELA N TEREK

Date:

9/3/2025

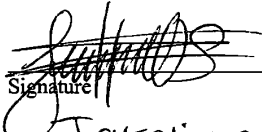


## ACKNOWLEDGMENT

State of Oregon §  
County of Multnomah §  
§

On this day personally appeared before me ANGELA N TEREK 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 3rd day of Sept 2025.

  
Signature  
Jakeline Aviles  
Printed Name



(Seal or Stamp)

Notary  
Title of Officer  
Portland, Oregon  
Place of Residence of Notary Public

My Appointment Expires: 01-13-2029



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
 NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of JH Residential Whole  
 Loan Trust

By: \_\_\_\_\_

-Lender

Date of Lender's Signature

SEP 05 2025

Benjamin Bailey, Team Lead

Signed, sealed and delivered in the presence of:

SEP 05 2025

Witness Signature

Elvalina L. Barksdale (Date)

Printed Name \_\_\_\_\_

## ACKNOWLEDGMENT

State of South Carolina

§

County of Greenville

§

§

foregoing instrument was acknowledged before me this

SEP 05 2025

The

by

Benjamin Bailey, Team Lead

of NewRez LLC d/b/a

Shellpoint Mortgage Servicing as Servicer and authorized agent of JH Residential Whole Loan Trust a South  
 Carolina Corporation, on behalf of the Corporation.

Signature of Person Taking Acknowledgment

Printed Name

 KERMISA DRUMMOND  
 Notary Public

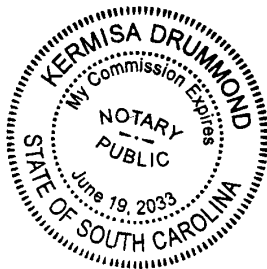
Title or Rank

State of South Carolina

Serial Number, if any, \_\_\_\_\_

My Commission Expires June 19, 2033

My Commission Expires: \_\_\_\_\_



(Seal)



\* 1 0 3 4 2 9 2 8 4 3 \*

**EXHIBIT A****BORROWER(S): ANGELA N TEREK****LOAN NUMBER: 1034292843****LEGAL DESCRIPTION:****STATE OF WASHINGTON, COUNTY OF SKAGIT, AND DESCRIBED AS FOLLOWS:**

**THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SKAGIT, AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: TRACT A, "RENSINK-WHIPPLE SALMON BEACH TRACTS", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO AND ABUTTING UPON SAID PREMISES. SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON. PARCEL ID: P68465 PROPERTY ADDRESS: 6764 SALMON BEACH ROAD**

**Assessor's Property Tax Parcel or Account Number: P68465, P73350, P20527****ALSO KNOWN AS: 6764 SALMON BEACH RD, Anacortes, WA 98221****\* 1 0 3 4 2 9 2 8 4 3 \***

Loan No. 1034292843

Borrowers ("Borrower"): Angela N Terek

**LOAN MODIFICATION AGREEMENT RIDER**

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 20th day of, August, 2025, by and between the undersigned borrower (the "Borrower") and NewRez LLC d/b/a Shellpoint Mortgage Servicing as Servicer and authorized agent of JH Residential Whole Loan Trust, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

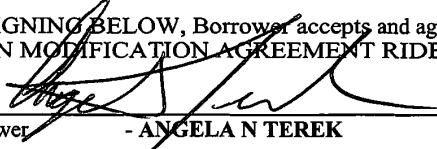
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

**1. Errors and Omissions**

("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification and Note Holder may pursue its available remedies.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

  
Borrower - ANGELA N TEREK

Date:

9/3/2025

