# 201808070043

08/07/2018 12:02 PM Pages: 1 of 5 Fees: \$103.00 Skagit County Auditor

# When Recorded Mail To:

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FAT Doc. No.: 11762446

County: SKAGIT

# Document Title(s)

LOAN MODIFICATION AGREEMENT

# Reference Number(s) of related documents:

201506300171

Additional Reference #'s on page 2

**Grantor(s)** (Last, First, and Middle Initial)
JUSTIN L WETHERBEE AND EMILY J SHELLY

Additional Grantors on page 2

Grantee(s) (Last, First, and Middle Initial)
GUILD MORTGAGE COMPANY
Trustee(s)

Additional Grantees on page 2

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

LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. PL05-0122, APPROVED AUGUST 18, 2005 AND RECORDED AUGUST 23, 2005, UNDER AUDITOR'S FILE NO. 200508230121, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOTS 3, 6 AND 12, PLAT OF EAGLE HILL.

Complete legal on page 1

# **Assessor's Property Tax Parcel/Account Number** P123266

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.

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GUILD# COR022785V/ 749-1022785

VA LHG #: 464660799278

MERS MIN#: 100208120150513020

MERS# (888)679-MERS

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20<sup>TH</sup> day of July, 2018, between JUSTIN L WETHERBEE AND EMILY J SHELLY HUSBAND AND WIFE, AS JOINT TENANTS ("Borrower") and Guild Mortgage Company, a California Corporation ("Lender"), and Mortgage Electronic Registration System, Inc.("MERS") as nominee for ("Lender"), its successors and assigns, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 29, 2015 and recorded in Book or Liber June 30, 2015 at Instrument 201506300171, of official County of SKAGIT, 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 7639 LOGSDON LANE, CONCRETE, WASHINGTON 98237, the real property described being set forth as follows:

LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. PL05-0122, APPROVED AUGUST 18, 2005 AND RECORDED AUGUST 23, 2005, UNDER AUDITOR'S FILE NO.200508230121, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOTS 3, 6 AND 12, PLAT OF EAGLE HILL. SITUATED IN SKAGIT COUNTY, WASHINGTON A.P.N.: P123266

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 1, 2018 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$208,597.21, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000% from July 1, 2018. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,119.79 beginning on the 1st day of August 2018 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2048(the "Maturity Date"), the

Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the 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, at its option, 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 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. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By: Marian E. Johnston
Vice President
Guild Mortgage Company

(Seal)

EMILY J SHELLY, Forrower

(Seal)

[Space Below This Line For Acknowledgments]

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On T-31-16 before me, MARIA INEZ PALOMERA, Notary Public, personally appeared Marian E. Johnston, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

signature of notary

Maria Inez Palomera
COMM. #2123757
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires Aug. 16, 2019

STATE OF WASHINGTON COUNTY OF SKAGIT

On 7-30-2018 before me, Con Stance L. Notary Public, personally appeared JUSTIN L WETHERBEE, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

PUBLIC

OF WASHING

WITNESS my hand and official seal.

signature of notary

3



STATE OF WASHINGTON COUNTY OF SKAGIT

On 7-30-2018 before me, Constance his/her/their authorized capacity (ies), and that by his/her/their signatures (s) on the instrument the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

signature of notary