

Prepared By: Holly Wing
Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134
405-252-5400
Holly.Wing@caliberhomeloans.com

Loan No.: 9770630771

LOAN MODIFICATION AGREEMENT

**Borrower(s): Sheena Teo
County of Skagit
State of Washington
See Exhibit A**

The agreement herewith tendered for recording does not secure a re-loan or re-advance or new loan except the indebtedness secured by the previously recorded mortgage:

Original Mortgage: MERS, Mortgage Electronic Registration Systems, Inc., as nominee for Finance of America Mortgage LLC , its successors and assigns in the Original principal amount \$191,500.00 recorded on 1/11/2018, Instrument Number: 201801110043, Book No.: n/a, Page No.: n/a.

Min: 100070202001029862

MERS Phone: 1-888-679-6377

PREMISES ARE OR WILL BE IMPROVED BY 1-2 FAMILY DWELLING ONLY

See Exhibit A

Parcel ID: P117604

Cover Page for Recording Purpose's only

202103120095

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USDA Case Number: 0000179655440

Servicer Loan Number: 9770630771

Return To: Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

**Assessor's Parcel or Account
Number:** 0179655440

Loan Modification Agreement

(Providing for Fixed Interest Rate)

MERS Phone:
1-888-679-6377

MIN: 100070202001029862

This Loan Modification Agreement ("*Agreement*"), made this 1st day of February, 2021, between **SHEENA TEQ** ("*Borrower*") and Caliber Home Loans, Inc. ("*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

USDA Term Extend Disaster Loan Modification Agreement
Wolters Kluwer Financial Services, Inc.

2021012620.3.0.3368-J20190730Y

9770630771
Form 3179 1/01 (rev. 4/14)
09/2020
Page 1 of 6



January 5, 2018, and recorded in Book of Liber N/A, at page(s) N/A, of the Official records of Skagit, Washington and (2) the Note ("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

1912 N 30TH STREET
MOUNT VERNON, WA 98273-8914

the real property described being set forth as follows:

The legal description to the Property may be attached to this Agreement by the Servicer if required.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of January 26, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$182,261.09. Interest accrued during the approved forbearance period in the amount of \$3,122.21 will be waived with this Modification Agreement.
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 4.125%, from February 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$922.91, beginning on March 1, 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The new payment includes principal and interest of \$922.91 and escrow amount of \$326.66* for a "total payment" amount of \$1,249.57. The yearly rate of 4.125% will remain in effect until principal and interest are paid in full. If on September 1, 2048 (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.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

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.

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

6. 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.

7. 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.



Borrower

SHEENA TEO *2/2/21*
Date

Lender

Caliber Home Loans, Inc.

Robin Brooks *FEB 17 2021*
Robin Brooks Sr. Loss Mitigation Analyst Date

If you sign as an Owner, you are not required to make any payments under the Note or this agreement, unless you have agreed to do so in another document.

Mortgage Electronic Registration Systems, Inc. ("MERS")

Robin Brooks *FEB 17 2021*
MERS - Nominee for Lender Date

Robin Brooks, Assistant Secretary



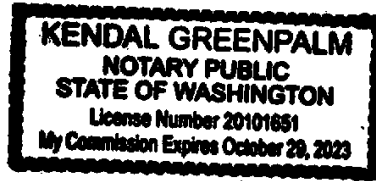
Acknowledgment

State of Washington

County of Skagit

This record was acknowledged before me on February 2, 2021 by SHEENA TEO.

Kendal Greenpalm
Notary Public in and for the
State of Washington, residing at
Burlington



Kendal Greenpalm
(Print Name)

My appointment expires: October 29, 2023

USDA Case Number: 0000179655440

Servicer Loan Number: 9770630771



State of Oklahoma

County of Oklahoma

On the 17th day of February in the year 2021 before me, the undersigned, a Notary Public in and for the said state, personally appeared Robin Brooks, Sr. Loss Mitigation Analyst, Caliber Home Loans, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: _____

Traci Helton

Printed Name: Traci Helton, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



State of Oklahoma

County of Oklahoma

On the 17th day of February in the year 2021 before me, the undersigned, a Notary Public in and for the said state, personally appeared Robin Brooks, Assistant Secretary Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Signature: _____

Traci Helton

Printed Name: Traci Helton, Notary Public

Borrower(s) and notary must sign all documents on the same day. Borrower(s) cannot sign any other documents prior or after the notary date. (Revised 8/27/14)

STAMP SEAL BELOW



Modification Due On Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective February 1, 2021, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by SHEENA TEO (the "Borrower") and Caliber Home Loans, Inc. (the "Lender") covering the Property described in the Loan Modification Agreement located at:

1912 N 30TH STREET, MOUNT VERNON, WA 98273-8914

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Borrower

SHEENA TEO *2/12/21*
SHEENA TEO Date

Lender

Caliber Home Loans, Inc.

Robin Brooks *FEB 17 2021*
Robin Brooks Sr. Loss Mitigation Analyst Date

GSE Loan Number: 0000179655440

Servicer Loan Number: 9770630771



Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

LOT 17, TJ TOWNHOUSES, AS RECORDED NOVEMBER 30, 2000, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200011300053, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN SKAGIT COUNTY, WASHINGTON. A.P.N.: P117604