

When recorded mail to:  
**FIRST AMERICAN TITLE**  
**ATTN: JAVIER TONY VARGAS**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707**

**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 Number(s) of related documents: INSTRUMENT NO. 201904150069**

Additional reference #'s on page 3 of document

**Grantor(s)/Borrower(s): RICHARD D. MEANS, AURORA MEANS**

Additional Grantors on page 3 of document

**Lender/Grantee(s): LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA**

Additional names on page 3 of document

**Trustee(s): CHICAGO TITLE COMPANY OF WASHINGTON**

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

**LOT 35 OF DIGBY HEIGHTS PHASE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

Complete legal description on page 8

**Assessor's Property Tax Parcel/Account Number**  
**4984-000-035-0000**

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:  
**MICHELLE BUGGEST**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: JAVIER TONY VARGAS**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707**

**Tax/Parcel #: 4984-000-035-0000**

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_  
**Original Principal Amount: \$338,751.00**      **FHA\VA Case No.:203 566-**  
**Unpaid Principal Amount: \$333,974.39**      **2729318**  
**New Principal Amount: \$312,429.93**      **Loan No: 0440778265**  
**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **17TH** day of **JANUARY, 2022**, between **RICHARD D. MEANS, MARRIED, AS SEPARATE PROPERTY** ("Borrower"), whose address is **334 LEANN ST, MOUNT VERNON, WASHINGTON 98274** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 5, 2019** and recorded on **APRIL 15, 2019** in **INSTRUMENT NO. 201904150069**, 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

**334 LEANN ST, MOUNT VERNON, WASHINGTON 98274**  
(Property Address)

the real property described 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, **FEBRUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$312,429.93**, 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. **\$0.00**.
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 **3.5000%**, from **FEBRUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,402.95**, beginning on the **1ST** day of **MARCH, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2052** (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 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. **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.

UNOFFICIAL DOCUMENT

HUD-HAMP 11162021\_356

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0440778265

In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **RICHARD D. MEANS**

1/24/22  
Date

[Signature]  
Borrower: **AURORA MEANS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt**

1/24/22  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

State of **WASHINGTON**  
County of Skagit

I certify that I know or have satisfactory evidence that **RICHARD D. MEANS, AURORA MEANS**, 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: 112412022

[Signature]  
Signature of Notary Public

Notary Public Printed Name: Amanda Hill

My commission expires: 0210612022



In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**

By *Carmen Manrique* (print name) JAN 26 2022 Date  
(title) **Vice President**

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

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.

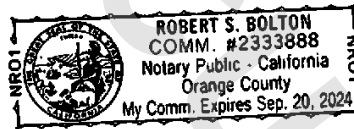
State of California  
County of Orange

On JAN 26 2022 before me Robert S. Bolton Notary Public, personally appeared Carmen Manrique, 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 signature(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 *Robert S. Bolton* (Seal)  
Signature of Notary Public



**EXHIBIT A**

**BORROWER(S): RICHARD D. MEANS, MARRIED, AS SEPARATE PROPERTY**

**LOAN NUMBER: 0440778265**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF MOUNT VERNON,  
COUNTY OF SKAGIT, STATE OF WA, and described as follows:**

**LOT 35 OF DIGBY HEIGHTS PHASE 1, ACCORDING TO THE PLAT THEREOF,  
RECORDED ON APRIL 15, 2009, UNDER AUDITOR'S FILE NO. 200904150063,  
RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**Tax/Parcel No. 4984-000-035-0000**

**ALSO KNOWN AS: 334 LEANN ST, MOUNT VERNON, WASHINGTON 98274**