

After recording please return to:
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Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

220051519 m7

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FHA Case #: 5660805230703

85089

Investor Loan No: 0221192136

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Assessor's Property Tax Parcel or Account Number: P60844 & P60845

Abbreviated Legal Description: Lots 31 & 32, Blk 27 & Lots 1-16, Blk 28, Railroad Add. To Anac.

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

This Loan Modification Agreement ("Agreement"), made this 8th day of February, 2022, between DARRELL W. PALMER, AS HIS SEPARATE PROPERTY ("Borrower") and M&T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated September 21, 2012, in the amount of \$254,170.00 and recorded on November 30, 2012 in Book, Volume, or Liber No. , at Page (or as Instrument No. 201211300159) , 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
12915 SATTERLEE 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:

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 March 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$202,672.48, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 3.500%, from



February 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$910.09, 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. The yearly rate of 3.500% will remain in effect until principal and interest are paid in full. If on February 1, 2052 (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.

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 .


 Borrower - **DARRELL W. PALMER**

Date: 2/18/22


 Borrower - **TASHA ROUGHTON *SIGNING SOLELY TO ACKNOWLEDGE THIS AGREEMENT, BUT NOT TO INCUR ANY PERSONAL LIABILITY FOR THE DEBT**

Date: 2/18/22



ACKNOWLEDGMENT

State of WA §
County of Skaagit §
§

On this day personally appeared before me **DARRELL W. PALMER AND TASHA ROUGHTON** 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 18 day of Feb. 2022.

Notary Public
State of Washington
Anissa C Hall
Commission No. 122426
Commission Expires 09-06-2022

Anissa C Hall
Signature

Anissa C Hall
Printed Name

Notary
Title of Officer

Skaagit
Place of Residence of Notary Public

My Appointment Expires: 9-6-22

(Seal or Stamp)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
M&T BANK

By: 3/1/22 _____ Katie Hoover
-Lender Date of Lender's Signature

ACKNOWLEDGMENT

State of New York §
County of Eric §
Katie Hoover
Banking Officer

On this 1 day of March in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Katie Hoover the BANKING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in New York state Eric county
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

Larry B Hall
Signature of Individual Taking Acknowledgment

Larry B Hall
Notary Public State of New York
Eric County
LIC #01HA6421214
CGMM EXP. 08/30/2025
Printed Name

Office of Individual Taking Acknowledgment

My Commission Expires: _____

(Seal)



EXHIBIT A

BORROWER(S): DARRELL W. PALMER, AS HIS SEPARATE PROPERTY

LOAN NUMBER: 0103143095

LEGAL DESCRIPTION:

STATE OF WASHINGTON, COUNTY OF SKAGIT, AND DESCRIBED AS FOLLOWS:

PARCEL "A": LOTS 1 TO 16, INCLUSIVE, BLOCK 28 AND LOTS 31 AND 32, BLOCK 27, "THE RAILROAD ADDITION TO ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL "B": THAT PORTION OF THE SOUTH 1/4 OF MADISON AVENUE LYING EAST OF THE WEST LINE OF LOT 1 OF BLOCK 28 OF SAID "THE RAILROAD ADDITION TO ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY, WASHINGTON, PRODUCED NORTH AND LYING WEST OF THE EAST LINE OF LOT 32 OF BLOCK 27 OF SAID PLAT PRODUCED AND THAT PORTION OF THE WEST 1/2 OF FOURTH AVENUE ADJACENT TO LOTS 1-16 OF BLOCK 28, AND THE EAST 1/2 OF FOURTH AVENUE ADJACENT TO LOTS 31 AND 32 OF BLOCK 27 OF SAID PLAT. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel or Account Number: P60844 & P60845

ALSO KNOWN AS: 12915 SATTERLEE RD, ANACORTES, WA 98221

