

After Recording Return To:

Peoples Bank
 ATTN: Construction Loan Desk 7100
 P.O. Box 233
 Lynden, WA. 98264
 360-354-7225

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MIN #: 1001359-0007028882-1

This Loan Modification Agreement ("Agreement"), made this 4th day of August, 2022, between Stephen J Yzaguirre ("Borrower") and Peoples Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 19, 2021 and recorded on July 21, 2021 under recording No. 202107210139, Records of Skagit County, Washington. (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: 18637 Blackberry Lane, Mount Vernon, WA 98274 located in Skagit County.

The real property described being set forth as follows:

SEE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
 Ptn. Tract 76, FIRST ADDITION BIG LAKE WATER FRONT TRACTS & Ptn. Gov. Lot 2, Section 1,
 Township 33 North, Range 4 East
 APN #: P130824/3863-000-076-1009 & P103343/330401-0-002-0100

Tax Parcel #: P130824/3863-000-076-1009 & P103343/330401-0-002-0100

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 August 4, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$302,000.00, 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 3.625%, from August 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,377.27, beginning on the 1st day of October 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.625% will remain in effect until principal and interest are paid in full. If on September 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:

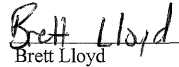
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, 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 .

 (Seal)
Brett Lloyd for Peoples Bank-Lender

 (Seal)
Stephen X zaguirre -Borrower

By: 
Brett Lloyd


Date of Lender's Signature

Exhibit A – Legal Description

Loan Number: 7028882

Property Address: 18637 Blackberry Lane
Mount Vernon, WA 98274

Property Tax ID / Parcel Number: P130824/3863-000-076-1009 & P103343/330401-0-002-0100

PARCEL A:

Tract 76, "FIRST ADDITION BIG LAKE WATER FRONT TRACTS", according to the Plat recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, lying Westerly of the Westerly line of the roadway conveyed to Skagit County for road purposes by Deed dated May 31, 1947 and recorded June 2, 1947, under Auditor's File No. 405131, records of Skagit County, Washington.

PARCEL B:

That portion of Government Lot 2, Section 1, Township 33 North, Range 4 East of the Willamette Meridian, that lies Southwesterly of the "FIRST ADDITION BIG LAKE WATER FRONT TRACTS SKAGIT COUNTY, WASHINGTON" as per plat recorded in Volume 4 of Plats. Page 15, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of Lot 76 of said plat;
Thence South 39°05'35" East, along the Southwesterly line of said plat, a distance of 300.00 feet to the Southeast corner of Lot 78 of said plat;
Thence South 44°42'50" West, parallel with the Northerly line of said Lot 76, a distance of 123.98 feet;
Thence Northwesterly along a curve to the left, which center to said curve bears South 64°33'36" West, having a radius of 254.47 feet, an arc distance of 67.42 feet;
Thence North 45°07'32" West, a distance of 102.57 feet;
Thence Northwesterly along a curve to the right, having a radius of 554.60 feet, an arc distance of 112.55 feet to the Southwesterly extension of the Northerly line of said Lot 76;
Thence North 44°42'50" East, along said extension, to the point of beginning.

ALL Situated in Skagit County, Washington.

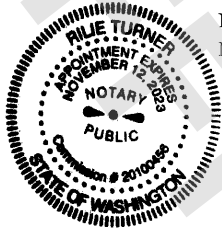
End of Exhibit A

[Space Below This Line For Acknowledgments]

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Stephen J Yzaguirre is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/25/22 Notary Signature: [Signature]
Print Notary Name: Rilie Turner
Notary Public in and for the State of Washington residing at: Peoples Bank MFLC
My appointment expires: 11/12/23



STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Brett Lloyd is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8/25/22 Notary Signature: [Signature]
Print Notary Name: Rilie Turner
Notary Public in and for the State of Washington residing at: Peoples Bank MFLC
My appointment expires: 11/12/23

