

When recorded mail to:
**FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063**

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 Numbers(s) of related documents: INSTRUMENT NO. 202201240047

Additional reference #'s on page 2 of document

Grantor(s)/Borrower(s): THOMAS FUNDERBERG, SYDNEY FUNDERBERG

Additional Grantors on page 2 of document

Lender/Grantee(s): FLAGSTAR BANK, N.A.

Additional names on page 2 of document

Trustee(s): TICOR TITLE COMPANY

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)
L 41, PLAT OF SPRING MEADOWS - DIV 1, ACC TO THE PLAT THEREOF REC IN VOL 17 OF
PLATS, PG 65 AND 66, REC OF SKAGIT COUNTY, WA. Complete legal description on page 7

Assessor's Property Tax Parcel/Account Number
47320000410000

Assessor Tax # not yet assigned
Additional parcel #'s on page 2

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:
EDI DONLIC
FLAGSTAR BANK, N.A.
8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
FIRST AMERICAN TITLE
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IRVING, TX 75063

Tax/Parcel #: 47320000410000

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Original Principal Amount: \$295,000.00

Fannie Mae Loan No.: 4028767976

Unpaid Principal Amount: \$287,999.22

Loan No: 0472376072

New Principal Amount: \$296,614.73

New Money (Cap): \$8,615.51

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **10TH** day of **JANUARY, 2024**, between **THOMAS FUNDERBERG AND SYDNEY FUNDERBERG, HUSBAND AND WIFE** ("Borrower"), whose address is **405 SPRING LN, SEDRO WOOLLEY, WASHINGTON 98284** and **FLAGSTAR BANK, N.A.**

("Lender"), whose address is **8800 BAYMEADOWS WAY WEST, SUITE 400, JACKSONVILLE, FL 32256**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JANUARY 19, 2022** and recorded on **JANUARY 24, 2022** in **INSTRUMENT NO. 202201240047**, 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,

405 SPRING LN, SEDRO WOOLLEY, WASHINGTON 98284
(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 **JANUARY 1, 2024**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$296,614.73**, 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 **3.2500%** from **JANUARY 1, 2024**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$1,105.01** beginning on the **1ST** day of **FEBRUARY, 2024** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.2500%** will remain in effect until the principal and interest are paid in full. If on **JANUARY 1, 2064** (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
 - (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 .

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: THOMAS FUNDERBERG

01-24-24
Date

[Signature]
Borrower: SYDNEY FUNDERBERG

01/24/24
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 **THOMAS FUNDERBERG, SYDNEY FUNDERBERG**, 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: 01/24/24

[Signature]
Signature of Notary Public

Notary Public Printed Name: Sydney Scholfield

My commission expires: 06/01/2024



In Witness Whereof, the Lender has executed this Agreement.

FLAGSTAR BANK, N.A.

By *Cheryl Fey* Cheryl Fey
(print name) Vice President
(title)

JAN 26 2024
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of Texas

County of Dallas

This instrument was acknowledged before me on JAN 26 2024 by
Cheryl Fey, the VICE PRESIDENT of FLAGSTAR BANK,
N.A.

, a company, on behalf of the company.

_____ This notarial act was an online notarization using communication technology.

Elette Eason
Notary Public

Printed Name: Elette Eason

My commission expires: OCT 09 2027

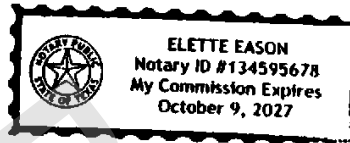


EXHIBIT A

**BORROWER(S): THOMAS FUNDERBERG AND SYDNEY FUNDERBERG,
HUSBAND AND WIFE**

LOAN NUMBER: 0472376072

LEGAL DESCRIPTION:

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

**LOT 41, PLAT OF SPRING MEADOWS - DIV 1, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGES 65 AND 66, RECORDS
OF SKAGIT COUNTY, WASHINGTON.**

Tax/Parcel No. 47320000410000

ALSO KNOWN AS: 405 SPRING LN, SEDRO WOOLLEY, WASHINGTON 98284