

**Return Address:**

**OLD REPUBLIC TITLE**

**530 South Main Street**

**Suite 1031**

**Akron, OH 44311**

**Order # 149843/ 01-15013016**

**Loan # 0014346357**

**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)

SUBORDINATE DEED OF TRUST

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Borrower(s)** (Last name, first name, initials)

Walsh, Steven J., husband

Walsh, Peggy L., wife

Additional wife names on page \_\_\_\_\_ of document.

**Lender(s)** (Last name first, then first name and initials)

1. Secretary of Housing and Urban Development

2. Trustee: Rochelle Przemielewski, Vice President M&T Bank

Additional names on page \_\_\_\_\_ of document.

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

Lot 3 of the NORTH FORK RANCH ESTATE OF SHORT PLAT, recorded in Auditor File NO. 2007167425, Skamania County records

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned

02 25 00 0 0 8007 00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

Investor Loan #XXXXXX6357

**Prepared By & After Recording Return To:**

Ianniello Anderson, P.C.  
Loss Mitigation Department  
805 Route 146  
Clifton Park, NY 12065

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

15013016

**HOME AFFORDABLE MODIFICATION AGREEMENT**

Borrower ("I"):<sup>1</sup> **Steven J. Walsh and Peggy L. Walsh Husband and Wife** ("Borrower"), residing at 1342 Labarre Road, Washougal, WA 98671.

Lender or Servicer ("Lender"): **M&T Bank** ('Lender'), with an address of 475 Crosspoint Parkway, Getzville, New York 14068.

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): May 7, 2012.

Original mortgage for \$ to Mortgage Electronic Registration Systems, Inc. as nominee for M&T Bank, recorded May 14, 2012 in the real property records of Skamania County at Auditor's File No. 2012180855.

Assignments: assigned from Mortgage Electronic Registration Systems, Inc. as nominee for M&T Bank to M&T Bank by Assignment dated October 27, 2014 and recorded November 12, 2014 in the real property records of Skamania County at Auditor's File No. 2014001937.

Loan Number: XXXXXX6357

Property Address ("Property"): 1342 Labarre Road, Washougal, WA, 98671, and more particularly described as follows:

<sup>1</sup> If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 3 OF THE NORTH FORK RANCH ESTATE SHORT PLAT, RECORDED IN AUDITOR FILE NO. 2007167425, SKAMANIA COUNTY RECORDS.

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification Program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a trial period plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any

and remedies provided by the Loan Documents; and

B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on October 1, 2015 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on October 1, 2015.

A. The Maturity Date will be: September 1, 2045.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$284,962.73** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of 3.500% will begin to accrue on the New Principal Balance as of September 01, 2015 and the first new monthly payment on the New Principal Balance will be due on October 01, 2015. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
30	3.5000%	\$1279.61	\$667.98, may adjust periodically	\$1,947.59, may adjust periodically	10/01/2015	360

therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.

[Spanish Translation]

Yo acuerdo pagar la totalidad del Saldo de Principal Diferido y cualquier otra suma aún adeudada en virtud de los Documentos del Préstamo en una de las siguientes fechas, la que ocurra primero, (i) la fecha en que Yo venda o transfiera un derecho sobre la Propiedad; (ii) la fecha en que Yo pague la totalidad del Saldo de Principal que Devenga Intereses o (iii) en la Fecha de Vencimiento.” ]

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.



- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. Funds for Escrow Items. I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying

applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

[Spanish Translation]

Fondos correspondientes a Partidas en Reserva. Pagaré al Prestador en la fecha de vencimiento de los pagos a ser efectuados de conformidad con los Documentos del Préstamo, conforme fueran modificados por este Acuerdo, hasta el pago total del Préstamo, un monto (los "Fondos") para proveer para el pago de montos adeudados por: (a) impuestos y contribuciones y otras partidas que pudiesen adquirir prioridad sobre la Hipoteca como gravamen o cargo sobre la Propiedad; (b) pagos de arrendamientos o rentas de terrenos sobre la Propiedad, si hubiere; (c) primas por todos los seguros exigidos por el Prestador en virtud de los Documentos del Préstamo; (d) primas del seguro hipotecario, si alguno, o cualquier monto que deba pagar al Prestador en lugar del pago de las primas del seguro hipotecario de conformidad con los Documentos del Préstamo; y (e) cualquier cuota, cargo y contribución extraordinaria a la asociación comunitaria que el Prestador exija sean depositadas en reserva. Estas partidas se denominan "Partidas en Reserva". Presentaré inmediatamente al Prestador todas las notificaciones de montos a pagar conforme a la presente Sección 4.D. Pagaré al Prestador los Fondos correspondientes a las Partidas en Reserva, salvo que el Prestador me dispense de mi obligación de pagar los Fondos correspondientes a cualquiera o todas las Partidas en Reserva. El Prestador me podrá dispensar de mi obligación de pagar al Prestador los Fondos correspondientes a cualquiera o todas las Partidas en Reserva en cualquier momento. Dicha dispensa solamente podrá realizarse por escrito. En el caso de dicha dispensa, pagaré en forma directa, en el momento y lugar que corresponda, los montos adeudados por cualquier Partida en Reserva respecto de la cual el Prestador haya dispensado el pago de Fondos y, si el Prestador lo exige, presentaré al Prestador los recibos de dicho pago dentro del plazo que el Prestador exija. Mi obligación de efectuar dichos pagos y de presentar los recibos se considerará, a todo efecto, como un convenio y acuerdo incluido en los Documentos del Préstamo, según la frase "convenio y acuerdo" se utiliza en los Documentos del Préstamo. Si estoy obligado a pagar las Partidas en Reserva en forma directa, en virtud de una dispensa, y no efectúo el pago del monto

estaré obligado a reembolsar al Prestador cualquiera de dichos montos. El Prestador podrá revocar la dispensa en relación con cualquiera o todas las Partidas en Reserva en cualquier momento, mediante una notificación cursada de conformidad con los Documentos del Préstamo. Ante dicha revocación, pagaré al Prestador la totalidad de los Fondos, en los montos que en ese momento se exijan conforme a la presente Sección 4.D.

El Prestador podrá, en cualquier momento, cobrar y retener los Fondos en un monto (a) que resulte suficiente para permitirle al Prestador aplicar los Fondos en el momento especificado conforme a la Ley de Procedimientos de Liquidación de Bienes Raíces ("RESPA"), y (b) que no supere el monto máximo que un prestador puede exigir conforme a RESPA. El Prestador estimará el monto de los Fondos adeudados sobre la base de los datos actuales y los estimados razonables de los gastos de futuras Partidas en Reserva o de cualquier otro modo, en conformidad con la ley aplicable.

Los Fondos se mantendrán en una institución cuyos depósitos se encuentren asegurados por una agencia, instrumentalidad o entidad federal (incluido el Prestador, si es una institución cuyos depósitos están asegurados de ese modo) o en cualquier Federal Home Loan Bank. El Prestador aplicará los Fondos para el pago de las Partidas en Reserva a más tardar en la fecha especificada conforme a RESPA. El Prestador no me cobrará por retener y aplicar los Fondos, realizar un análisis anual de la cuenta de reserva, ni por verificar las Partidas en Reserva, salvo que el Prestador me pague intereses sobre los Fondos y que dicho cobro esté permitido conforme a la ley aplicable. Salvo que se celebre un acuerdo por escrito o que la ley aplicable exija el pago de intereses sobre los Fondos, no se le exigirá al Prestador que me pague intereses ni ingresos sobre los Fondos. El Prestador y Yo podemos acordar por escrito, no obstante, que se paguen intereses sobre los Fondos. El Prestador me entregará, sin cargo, una contabilidad anual de los Fondos, conforme lo exige RESPA.

Si existe un sobrante de los Fondos que se mantienen en reserva, según se define conforme a RESPA, el Prestador me rendirá cuentas por los fondos excedentes de conformidad con RESPA. Si los Fondos que se mantienen en reserva son insuficientes, según se define conforme a RESPA, el Prestador me notificará según lo exigido por RESPA, y Yo pagaré al Prestador el monto necesario para compensar dichos fondos insuficientes de acuerdo con RESPA, pero en no más de 12 pagos mensuales. Si se produce una deficiencia en los Fondos que se mantienen en reserva, según se define conforme a RESPA, el Prestador me notificará según se exija conforme a RESPA, y Yo pagaré al Prestador el monto necesario para compensar dicha deficiencia de acuerdo con RESPA, pero en no más de 12 pagos mensuales.

Al efectuarse el pago total de todos los montos garantizados por los Documentos del Préstamo, el Prestador me reembolsará en forma inmediata cualesquiera Fondos que se encuentren en su poder."}]

- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.



understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

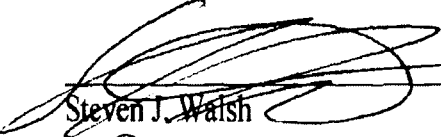
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone

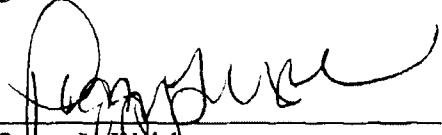
the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

In Witness Whereof, the Lender and I have executed this Agreement.

Signed, Sealed and Delivered in the Presence of:

 (Seal)  
Steven J. Walsh

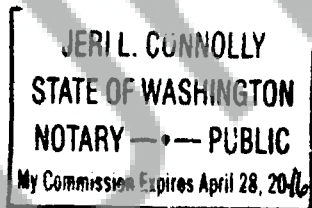
 (Seal)  
Peggy L. Walsh

State of Washington )

County of Skamania )ss:

I certify that I know or have satisfactory evidence that **Steven J. Walsh** 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: 9-5, 2015



  
(Signature)

Jeri L. Connolly  
Notary Printed Name

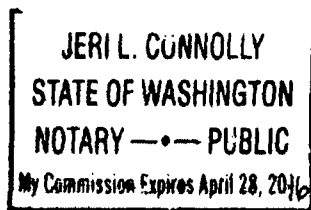
Notary  
Title

(Seal or stamp)

My appointment expires: April 28, 2016

County of Skamania )ss:

I certify that I know or have satisfactory evidence that **Peggy L. Walsh** 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: 9-5, 2015

(Seal or stamp)

Jeri L. Connolly  
(Signature)Jeri L. Connolly  
Notary Printed NameNotary  
TitleMy appointment expires: April 28, 2016

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

Patricia Cheasty

[Signature]  
Unofficial Witness

Kevin Muff

Corporate Seal

Lakeview Loan Servicing, LLC

By: [Signature] Richard Pomietasz  
Banking Officer

Its: \_\_\_\_\_

Date of Lender's Signature 9-9-15

By: \_\_\_\_\_

Its: \_\_\_\_\_

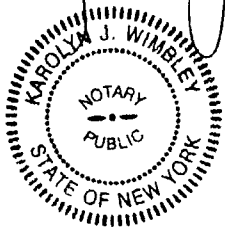
Date of Lender's Signature \_\_\_\_\_

-----[Space Below This Line For Acknowledgments]-----

State of New York )  
County of Erie )

On this 9th day of September, 2015, before me, the undersigned, personally appeared Richard Pomietasz, and \_\_\_\_\_ 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 foregoing instrument and he/she/they 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 said instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] Notary Public



KAROLYN J. WIMBLEY  
Notary Public - State of New York  
No. 01WI4805234  
Qualified in Erie County  
Commission Expires April 30, 2018