

This Document Prepared By:
TYLER MORRA
HOMESTREET BANK
33405 8TH AVE SO, SUITE 100
FEDERAL WAY, WA 98003
(800) 237-3194

When Recorded Mail To:
HOMESTREET BANK
33405 8TH AVE SO, SUITE 100
FEDERAL WAY, WA 98003

Tax/Parcel #: 03081730140500

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$152,863.00 **FHA\VA Case No.:566-0052183-703**
Unpaid Principal Amount: \$138,931.15 **Loan No: 0000472255**
New Principal Amount: \$121,455.31
New Money (Cap): \$6,822.06

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

This Loan Modification Agreement ("Agreement"), made this 27TH day of DECEMBER, 2016, between NICKOLAS J. ELLSON, AN UNMARRIED INDIVIDUAL ("Borrower") whose address is 1671 METZGER ROAD, CARSON, WASHINGTON 98610 and HOMESTREET BANK ("Lender"), whose address is 33405 8TH AVENUE SOUTH, SUITE 100, FEDERAL WAY, WA 98003, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated SEPTEMBER 23, 2010 and recorded on SEPTEMBER 23, 2010 in INSTRUMENT NO. 2010176467, of the OFFICIAL Records of SKAMANIA 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

1671 METZGER ROAD, CARSON, WASHINGTON 98610
(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, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$121,455.31**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$6,822.06** 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.
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 **3.7500%**, from **JANUARY 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 562.48**, beginning on the 1ST day of **FEBRUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **JANUARY 1, 2047** (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

[Signature] 1-23-17
Borrower: NICKOLAS J. ELLSON Date

Borrower: _____ Date _____

Borrower: _____ Date _____

Borrower: _____ Date _____

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of WASHINGTON
County of SICAMANIA

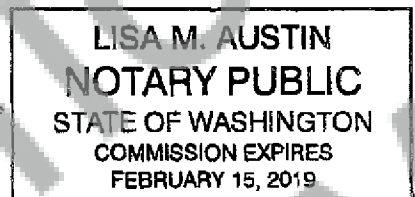
I certify that I know or have satisfactory evidence that NICKOLAS J. ELLSON, is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/23/17

[Signature]
Notary Public

Printed Name: LISAM AUSTIN

My appointment expires: FEB 15 2019



(Seal or stamp)

In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK

Randy Hoffert 1/31/17
By Randy Hoffert (print name) Date
Vice President (title)
[Space Below This Line for Acknowledgments]

STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **RANDY HOFFERT** is the person who appeared before me, and said person acknowledge that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **VICE PRESIDENT** of **HOMESTREET BANK**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/31/17

(Seal or stamp)

Amy M Reynolds
AMY M. REYNOLDS, Notary Public
My appointment expires: 05/25/2019

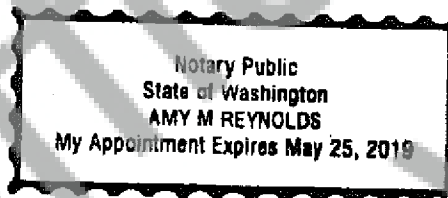


EXHIBIT A

BORROWER(S): NICKOLAS J. ELLSON, AN UNMARRIED INDIVIDUAL

LOAN NUMBER: 0000472255

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE COATS SHORT PLAT, RECORDED MAY 28, 1981 IN BOOK 3 OF SHORT PLATS, PAGE 7, AUDITOR FILE NO. 94296, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TAX/PARCEL NO. 03081730140500

ALSO KNOWN AS: 1671 METZGER ROAD, CARSON, WASHINGTON 98610

Date: DECEMBER 27, 2016
Loan Number: 0000472255
Lender: HOMESTREET BANK

Borrower: NICKOLAS J. ELLSON

Property Address: 1671 METZGER ROAD, CARSON, WASHINGTON 98610

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

 1-23-17
Borrower _____ Date
NICKOLAS J. ELLSON

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Borrower _____ Date

Date: **DECEMBER 27, 2016**
Loan Number: **0000472255**
Lender: **HOMESTREET BANK**

Borrower: **NICKOLAS J. ELLSON**

Property Address: **1671 METZGER ROAD, CARSON, WASHINGTON 98610**


ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **HOMESTREET BANK**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

| | | |
|---|------------------|------|
|  NICKOLAS J. ELLSON | 1-23-17 _____ | Date |
| _____ | _____ | Date |
| _____ | _____ | Date |
| _____ | _____ | Date |
| _____ | _____ | Date |
| _____ | _____ | Date |