

When recorded, return to:
Mann Mortgage, LLC
Attn: Final Document Department
1220 Whitefish Stage
Kalispell, MT 59901

Assessor's Parcel or Account Number: 01050400081400

Abbreviated Legal Description: Lot 2 Crispian Road Short Plat

Full legal description located on page "EXHIBIT A"
Trustee: Clark County Title

Escrow No.: CL17836
LOAN #: 4125476
MERS #: 100063200041185032

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 30th day of September 2021, between Arthur W Dayton AND Carrie L Dayton ("Borrowers") and Mann Mortgage LLC ("Lender"), Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated 11/03/2020 and recorded as Recording# 2020-003150, in the County 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

51 Cabin Rd Washougal WA 98671

the real property described being set forth as follows:

APN: 01050400081400
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"

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):

- As of September 30th, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$412,762.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 3.375%, from October 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$1,824.81, beginning on the 1st day of November 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.375% will remain in effect until principal and interest are paid in full. If on October 1, 2051 (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.
- 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.

- 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:

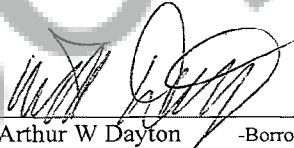
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed 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.

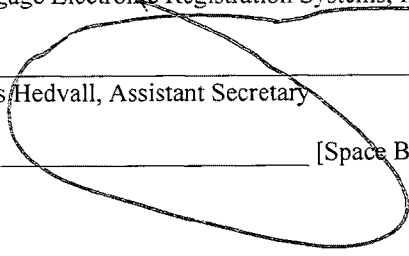
 (Seal)
Emily Autore, Loan Officer -Lender

 (Seal)
Arthur W Dayton -Borrower

By: Emily Autore

 (Seal)
Carrie L Dayton -Borrower

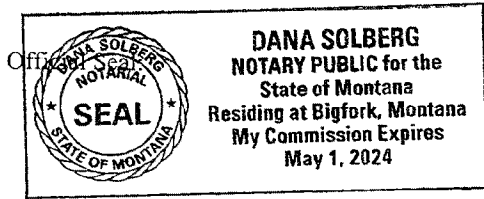
Mortgage Electronic Registration Systems, Inc. ("MERS")


James Hedvall, Assistant Secretary

[Space Below This Line For Acknowledgments]

State of Montana)
County of Flathead) ss:

On the 30th day of SEPT, 2021, before me, a Notary Public, personally appeared, to me known, **James Hedvall** who being duly sworn, did say that he is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that said instrument was signed on behalf of said corporation



Dana Solberg
Notary Signature

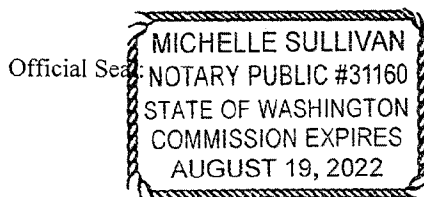
Notary Public: State of Montana

My Commission Expires: 05.01.24

Lender: MANN MORTGAGE, LLC
NMLS ID: 2550
Loan Originator: Emily Autore
NMLS ID:

State of Washington
County of Clark

This instrument was acknowledged before me on October 11, 2021 by **Arthur W Dayton AND Carrie L Dayton**



[Signature]
Signature of Notarial Officer

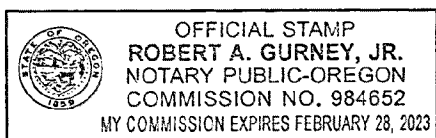
Notary
Title (and Rank)

My commission expires: 8-19-22

STATE OF: Oregon
COUNTY OF: Jackson ss:

On the 5th day of October in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **Emily Autore**, 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 within instrument and 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 the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Official Seal:



R.A. Gurney, Jr.
Signature of Notarial Officer

Notary Public
Title (and Rank)

My commission expires: 02/28/2023

EXHIBIT "A"

Order No.: OC70149759

**LOT 2 OF CRISPIEN ROAD SHORT PLAT, RECORDED UNDER SHORT PLAT NO.
2007168273, RECORDS OF SKAMANIA COUNTY, WASHINGTON.**

Unofficial
Copy