

Skamania County, WA
Total: \$216.50 Pgs=14
MODAG
Request of:
eRecorded by: CSC Ingeo

2022-000570
03/22/2022 11:18 AM

When recorded mail to:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

County: SKAMANIA

_____[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. 2019000308

Additional reference #'s on page ____ of document

Grantor(s)/Borrower(s): JUSTIN PETRUNA, DARCY PETRUNA, PAUL PETRUNA, KATHY PETRUNA

Additional Grantors on page ____ of document

Lender/Grantee(s): HOMESTREET BANK

Additional names on page ____ of document

Trustee(s): FIDELITY NATIONAL TITLE

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

PTN SEC 8 T1N R5EWM IN SKAMANIA COUNTY STATE OF WASHINGTON

Complete legal description on page 9

Assessor's Property Tax Parcel/Account Number
01050800010006

☐ Assessor Tax # not yet assigned

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.



0001111653

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

When Recorded Mail To:
FIRST AMERICAN TITLE CO.
FAMS – DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 01050800010006

[Space Above This Line for Recording Data]

Original Principal Amount: \$460,750.00

Investor Loan No.: 675173507

Unpaid Principal Amount: \$450,576.98

Loan No: 0001111653

New Principal Amount: \$490,324.19

New Money (Cap): \$39,747.21

LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of **FEBRUARY, 2022**, between **JUSTIN PETRUNA AND DARCY PETRUNA, HUSBAND AND WIFE AND PAUL PETRUNA AND KATHY PETRUNA, HUSBAND AND WIFE** ("Borrower"), whose address is **22 S FORK RD, WASHOUGAL, WASHINGTON 98671** and **HOMESTREET BANK** ("Lender"), whose address is **33405 8TH AVE S, SUITE 100, FEDERAL WAY, WA 98003**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 23, 2019** and recorded on **FEBRUARY 28, 2019** in **INSTRUMENT NO. 2019000308**, 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,

22 S FORK RD, WASHOUGAL, WASHINGTON 98671

LOAN MODIFICATION AGREEMENT - Flex Mod (3179)
04182021_87

 0001111653

(Property Address)

the real property described being set forth as follows:

The land referred to in this document is situated in the CITY OF WASHOUGAL, COUNTY OF SKAMANIA, STATE OF WASHINGTON, and described as follows:

SEE ATTACHED EXHIBIT A

Tax/Parcel No. 01050800010006

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, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$490,324.19**, 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 **2.8750%** from **JANUARY 1, 2022**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$1,720.15** beginning on the **1ST** day of **FEBRUARY, 2022** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **2.8750%** will remain in effect until the principal and interest are paid in full. If on **JANUARY 1, 2062** (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.

Borrower: JUSTIN PETRUNA

3/1/22
Date

Borrower: PAUL PETRUNA

3/1/22
Date

Borrower: KATHY PETRUNA

3/1/22
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

(See Attached Acknowledgment)

State of **WASHINGTON**

County of _____

I certify that I know or have satisfactory evidence that **JUSTIN PETRUNA, PAUL PETRUNA, KATHY PETRUNA**, 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: _____

Signature of Notary Public

Notary Public Printed Name: _____

My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

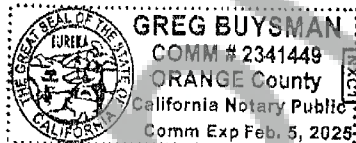
State of California
County of Orange)

On 3/1/22 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Justin Petrunas, Paul Petrunas and Kathy Petrunas
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Greg Buysman (Seal)

In Witness Whereof, I have executed this Agreement.

Borrower: **DARCY PETRUNA** *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

3/18/22

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **WASHINGTON**

County of **CLARK**

I certify that I know or have satisfactory evidence that **DARCY PETRUNA** 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.

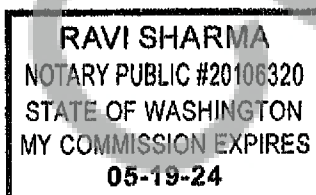
_____ This notarial act involved the use of communication technology

Dated: **03/18/2022**

Signature of Notary Public

Notary Public Printed Name: **RAVI SHARMA**

My commission expires: **05/19/2024**



In Witness Whereof, the Lender has executed this Agreement.

HOMESTREET BANK

By *MWH* *Melissa Hjorten*
Assistant Vice President (print name)
(title)

3-22-2022
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF *Washington*
COUNTY OF *King*

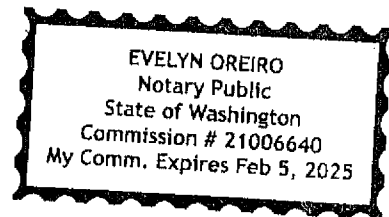
I certify that I know or have satisfactory evidence that *Melissa Hjorten* is the person who appeared before me, and said person acknowledge that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **ASSISTANT VICE PRESIDENT**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

N/A This notarial act was an online notarization using communication technology

Dated: *3/22/22*

(Seal or stamp)

Evelyn Oreiro
Notary Public



Printed Name: *EVELYN OREIRO*

My appointment expires: *2/5/25*

Date: FEBRUARY 1, 2022

Loan Number: 0001111653

Lender: HOMESTREET BANK

Borrower: JUSTIN PETRUNA, PAUL PETRUNA, KATHY PETRUNA

Property Address: 22 S FORK RD, WASHOUGAL, WASHINGTON 98671

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.

Borrower
JUSTIN PETRUNA

Date

3/1/22

Borrower
PAUL PETRUNA

Date

3/1/22

Borrower
KATHY PETRUNA

Date

3/1/22

Date: **FEBRUARY 1, 2022**

Loan Number: **0001111653**

Lender: **HOMESTREET BANK**

Borrower: **DARCY PETRUNA**

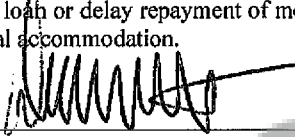
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Borrower

3/18/22
Date

DARCY PETRUNA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Date: **FEBRUARY 1, 2022**

Loan Number: **0001111653**

Lender: **HOMESTREET BANK**

Borrower: **JUSTIN PETRUNA, PAUL PETRUNA, KATHY PETRUNA**

Property Address: **22 S FORK RD, WASHOUGAL, WASHINGTON 98671**

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.


JUSTIN PETRUNA

Date 3/1/22


PAUL PETRUNA

Date 2/1/22


KATHY PETRUNA

Date 3/1/22

Date: **FEBRUARY 1, 2022**

Loan Number: **0001111653**

Lender: **HOMESTREET BANK**

Borrower: **DARCY PETRUNA**

Property Address: **22 S FORK RD, WASHOUGAL, WASHINGTON 98671**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

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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.



DARCY PETRUNA *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

3/18/22
Date

Exhibit "A"

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1, NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN AT A POINT LYING SOUTH $01^{\circ}39'50''$ WEST 676.63 FEET FROM THE NORTHEAST CORNER THEROF;
THENCE CONTINUING ALONG SAID LINE, SOUTH $01^{\circ}39'50''$ WEST 593.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE CONTINUING ALONG SAID LINE, SOUTH $01^{\circ}39'50''$ WEST, 175.00 FEET;
THENCE NORTH $82^{\circ}26'37''$ WEST, 1322.38 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH $89^{\circ}57'19''$ WEST, 317.56 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF THE COLLINS SHORT PLAT AS SHOWN ON THE MAP THEREOF, RECORDED IN BOOK 3 PAGE 171 OF SHORT PLATS; THENCE ALONG THE EAST LINE THEREOF NORTH $01^{\circ}30'57''$ EAST 593.97 FEET; THENCE NORTH $89^{\circ}59'11''$ EAST, 1635.5 FEET TO THE POINT OF BEGINNING.

x AL x DP
Buyer(s) Initials
KKP
Date 3/23/19

Seller(s) Initials
Date