

Skamania County, WA
Total: \$212.50 Pgs=10
MODAG
Request of: CLARK COUNTY TITLE COMPANY
eRecorded by: Simplifile

2023-000473

04/06/2023 12:53 PM

Loan No: 819782

AFTER RECORDED MAIL TO:
Go Mortgage, LLC
ATTN: Post Closing
15430 W Capital Drive
Brookfield, WI 53005
PARCEL NUMBER: 02053000130900
LOAN NUMBER: 819782

MIN No. 1003109-0000814975-3
MERS Phone 1-888-679-6377

THIS INSTRUMENT WAS DRAFTED BY:
Gerard Navarro
Robertson Anschutz Vettters, LLC
10850 Richmond Avenue, Suite 350
Houston, TX 77042
713-980-9546

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

CL22533CE lot 2 Subdivision of David L. Simes
Short Plat 13/1166
This Loan Modification Agreement ("Agreement"), made between **Harry M. Chamness, III and Rachel N. Chamness, husband and wife** ("Borrower") and **Go Mortgage, LLC** ("Lender"), and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, Security Deed (the "Security Instrument"), dated **March 10, 2022**, and recorded in/under **2022-000493** of the Official Records of Real Property of **Skamania County, Washington**, and (2) the Note, in favor of **Prosperity Bank**, 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

191 Mountain Vista Rd
Washougal, WA 98671
[Property Address]

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof for all purposes

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 the Effective Date, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$647,200.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender

and any interest and other amounts capitalized. The current yearly rate of interest shall remain in effect until the Effective Date when the yearly rate of interest shall be as set forth in paragraph No. 2 below.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.375%**, from the Effective Date. Borrower promises to make the monthly payments of principal and interest of U.S. **\$3,231.37**, beginning on **the First day of May, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.375%** will remain in effect until principal and interest are paid in full. If on **April 01, 2053** (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 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 this 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 the 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; 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.

By checking this box, Borrower also consents to being contacted by text messaging. ☐

EXECUTED 28 March 2023 to be effective as of **March 01, 2023** (the "Effective Date").

Borrower

[Signature]
Harry M. Chamness, III

03-28-2023
Date

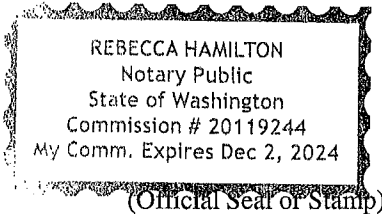
[Signature]
Rachel N. Chamness

03-28-2023
Date

State of Washington

County of Clark

This record was acknowledged before me on [Date] 28th March 2023 by **Harry M. Chamness, III and Rachel N. Chamness.**



Rebecca Hamilton
Notary Public (Signature of Notarial Officer)

Rebecca Hamilton
(Printed Name of Notarial Officer)

My commission expires: 12/02/2024

Loan No: 819782

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

Go Mortgage, LLC

By: 

Name: Michael Isaacs, CEO

Title: _____

Date: 3.30.23

Loan No: 819782

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this [Date] March 30, 2023 by [Name]
of Officer Signing] Michael Isaacs as [Title of Officer] _____
CEO of [Business Name] Go Mortgage, LLC a [State or Place
of Incorporation] Delaware [Entity Type] Limited Liability Company, on behalf
of the [Entity Type] Limited Liability Company



Carmen Haynes
Notary Public: State of Ohio
My Commission Expires
February 28, 2027
Recorded in: Licking County

(Official Seal)

Carmen Haynes
Notary Public
Carmen Haynes
(Printed Name of Notarial Office)

My commission expires: 2.28.27

Mortgage Electronic Registration Systems, Inc. (MERS), as mortgagee.

Loan No: 819782

By: 

Name: Michael Isaacs

Title: Vice President

Date: 3.30.23

LOAN MODIFICATION AGREEMENT -- Single Family
Fannie Mae INSTRUMENT
Form 3179 1/01 (rev.04/14) (page 8) MODIFIED BY RAV
(DoD) RA0935939A - MOD3179.mls - Rev. 02/21/2023

Loan No: 819782

State of Ohio
County of Franklin

The foregoing instrument was acknowledged before me this [Date] March 30, 2023 by [Name]
of Officer Signing] Michael Isaacs as [Title of Officer] Vice
President of [Business Name] MERS a [State or Place]
of Incorporation] Delaware [Entity Type] Corporation, on behalf
of the [Entity Type] Corporation



Carmen Haynes
Notary Public: State of Ohio
My Commission Expires
February 28, 2027
Recorded In: Licking County

(Official Seal)

Carmen Haynes
Notary Public
Carmen Haynes
(Printed Name of Notarial Officer)

My commission expires: 2.28.27

Loan No.: 819782

EXHIBIT "A"

LOT 2 OF THE DAVID L. SIMES SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE
166, SKAMANIA COUNTY RECORDS

(DoD) RA0935939A - ExhibitA.ra - 04/19/2017