

Skamania County, WA
Total: \$210.50 Pgs=8
MODAG
Request of: FLAGSTAR BANK ATT:ACCOUNTS PAYABLE
eRecorded by: ~~84499117~~

2023-001699

11/20/2023 08:44 AM

RECORDING REQUESTED BY:
Flagstar Bank, N.A.
5151 Corporate Drive
Troy, Michigan 48098-2639

PREPARED BY AND RETURN TO:
Flagstar Bank, N.A.
Final Docs Dept., MS W-535-1
5151 Corporate Drive
Troy, Michigan 48098-2639
(248) 312-2000

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

MERS Phone: 1-888-679-6377

MIN 100052550589212215

This Loan Modification Agreement ("Agreement"), made this **24th** day of
October 2023, between

Craig and Jamie James, husband and wife

("Borrower") and

FLAGSTAR BANK, 5151 CORPORATE DRIVE, TROY, MICHIGAN 48098

("Lender"), and Mortgage Electronic Registration Systems, Inc., (Mortgagee), amends

and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
February 27, 2023 and granted or assigned to Mortgage Electronic Registration Systems,
Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box
2026, Flint, Michigan 48501-2026 and recorded in Book or Liber 2023-000267, at page(s)
of the COUNTY Records of Skamania, Washington

[Name of Records]

[County and State, or other Jurisdiction]

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
104 Helens Ln., Washougal, Washington 98671

[Property Address]

505892122

LOAN MODIFICATION AGREEMENT WITH MERS-Single Family-Fannie Mae Uniform Instrument
Form 3179 1/01 (rev. 6/06)

Wolters Kluwer Financial Services
VMP 852A (0610)
Page 1 of 5

Initials:

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
A.P.N. : 02-05-35-0-0-1010-00

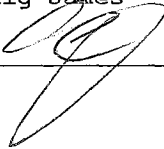
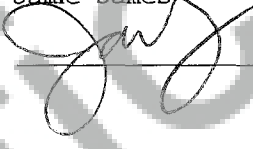
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of October 24, 2023, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 421,912.36 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 6.500%, from October 24, 2023. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,666.78, beginning on the 1st day of December 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.500% will remain in effect until principal and interest are paid in full. If on November 1, 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 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.

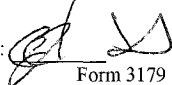
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums 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. 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 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 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 way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.

- (e) 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.
- (f) 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.

_____ (Seal) -Borrower Craig James 	_____ (Seal) -Borrower Jamie James 
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
Mortgage Electronic Registration Systems, Inc. as nominee for _____ (Seal) Flagstar Bank, N.A. -Mortgagee	FLAGSTAR BANK, N.A. _____ (Seal) -Lender
By: SEE PAGE 7 _____	By: SEE PAGE 7 _____

505892122
 VMP®-852A (0610)

Initials:  Form 3179 1/01 (rev. 6/06)

 Witness

 Witness

6. THIS DOCUMENT MUST BE EXECUTED, NOTARIZED AND RETURNED BY 11-06-23
OR THIS LOAN MODIFICATION AGREEMENT IS NULL AND VOID.

_____[Space Below This Line For Acknowledgments]_____

505892122
VMP 8-852A (0610)

Page 5 of 5

Form 3179 1/01 (rev. 6/06)

NOTARY ACKNOWLEDGEMENT

STATE OF Oregon
On November / 4 / 2023
Month Day Year

County of Multnomah

for said state, personally appeared

before me, the undersigned, a notary public in and

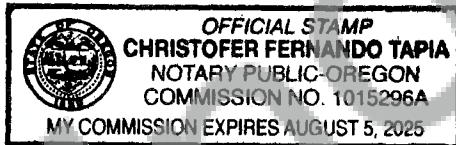
Craig James and Jamie James

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 **they** executed the same in **their** capacity(ies), and that by **their** signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires: August 5, 2025

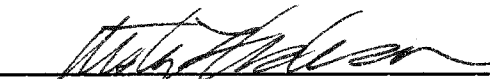



[Apply Notary Seal in space above]

**PREPARED BY AND
WHEN RECORDED RETURN TO:
Gurmeet K. Sodhi
FLAGSTAR BANK, N.A.
CONSTRUCTION DEPT.
5151 CORPORATE DRIVE
TROY, MI 48098**

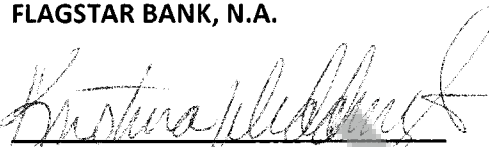
Rev. 03/20/20

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR
FLAGSTAR BANK, N.A.**


Misty Luv McMahan
Vice President


Witness: William Korsak

FLAGSTAR BANK, N.A.


Kristina Weddington
Vice President

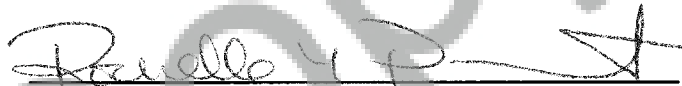

Witness: Lucas Cedre

NOTARY ACKNOWLEDGEMENT

State of **Michigan**
County of **Oakland**

On the 10th day of **November, 2023** before me the undersigned, a notary public in and for said state, personally appeared **Misty Luv McMahan, Vice President, of Mortgage Electronic Registration Systems Inc. (MERS) as nominee for Flagstar Bank, N.A. and Kristina Weddington, Vice President of Flagstar Bank, N.A.** personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument the individuals or the persons upon whose behalf of which they acted, executed the instrument.

Rochelle Y Parent
Notary Public - State of Michigan
Oakland County
My Commission Expires 01/26/2025
Acting in the County of Oakland


Rochelle Y Parent, Notary Public
My Commission Expires: 01/26/2025

Prepared by and When Recorded Return to:

Flagstar Bank, N.A.
Construction Dept., MS W-240-4
5151 Corporate Drive
Troy, MI 48098
(248) 312-2000

EXHIBIT A

¹⁰¹⁰
For APN/Parcel ID(s): 02-05-35-0-0-~~1000~~-00

A tract of land located in the Southwest Quarter of Section 35, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:
Lot 2 of the DENMAN Short Plat, recorded in Auditor's File No. 2022000697, Skamania County Records.