



201109160047

Skagit County Auditor

9/16/2011 Page 1 of 6 1:23PM

**When Recorded Mail To:**

*First American Title  
Loss Mitigation Title Services-LMTS  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Alejandro Velazquez*

FAT Doc. No.: 6829390

County: Skagit

**Document Title(s)**

SUBORDINATE MORTGAGE

**Reference Number(s) of related documents:**

\_\_\_\_\_

Additional Reference #'s on page 2

**Grantor(s)** (Last, First, and Middle Initial)

STALCUP, SCOTT R  
STALCUP, CHELSEA A

Additional Grantors on page 2

**Grantee(s)** (Last, First, and Middle Initial)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Additional Grantees on page 2

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOT 64, PARTINGTON PLACE DIVISION 1, VOL. 14 PLATS, PAGES 186-190

Complete legal on page 6

**Assessor's Property Tax Parcel/Account Number**

4560-000-064-0003

Additional parcel #'s on page 2

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE RESPONSIBILITY FOR THE ACCURACY OF THE INDEXING INFORMATION IS THAT OF THE DOCUMENT PREPARER.

When recorded mail to: #:6829390

First American Title 

Loss Mitigation Title Services 392.1

P.O. Box 27670

Santa Ana, CA 92799

RE: STALCUP - PC REC SVC

Recording requested By:  
GMAC Mortgage, LLC

When Recorded Return to:

GMAC Mortgage, LLC  
3451 Hammond Avenue  
Waterloo, IA 50702

Loan Number: 0602343758

FHA Case No. 5618849992703

-----{Space above this line for recording data}-----

### SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 8/23/2011. The Mortgagor is SCOTT R STALCUP CHELSEA A STALCUP, whose address is 102 S 27TH STREET MOUNT VERNON WA 98274 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **Twenty Three Thousand Five Dollars and Twenty Nine Cents (U.S. \$23,005.29)**. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 8/1/2041. This Security Instrument secures Lender: (a) the repayment of all the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in SKAGIT County, WA:

See attached Legal Description

**Which has the address of 102 S 27TH STREET MOUNT VERNON WA 98274 ("Property Address");**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest of refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. **Successors and Assigns Bound; Joint and Several Liability: Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument of the Note without that Borrower's consent.
4. **Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering it of by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower, designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.
5. **Governing Law: Severability.** This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON UNIFORM COVENANTS. Borrower and lender further covenant and agree as follows:

7. **Acceleration: Remedies.**

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary if any rights otherwise available to a Lender under this paragraph or applicable law.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness  
Signature Angela Arendse  
Print Angela Arendse  
Signature Rebecca Rosenstern  
Print REBECCA ROSENSTEIN

Scott Stalcup (Seal)  
SCOTT R STALCUP  
Borrower

Witness  
Signature Angela Arendse  
Print Angela Arendse  
Signature Rebecca Rosenstern  
Print REBECCA ROSENSTEIN

Chelsea Stalcup (Seal)  
CHELSEA A STALCUP  
Borrower

Witness  
Signature \_\_\_\_\_  
Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
Borrower

Witness  
Signature \_\_\_\_\_  
Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
Borrower

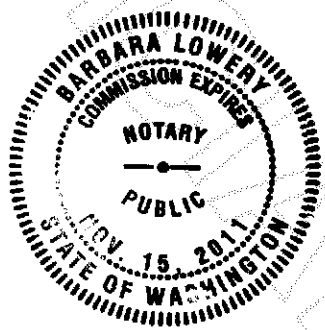


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**BORROWER ACKNOWLEDGMENT**

State of WASHINGTON  
County of Skagit

On this 25<sup>th</sup> day of Aug, 2011, before me undersigned, a Notary Public in and for said county and state, personally appeared SCOTT R STALCUP CHELSEA A STALCUP, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.



Witness my hand and official seal.

Barbara Lowery  
Notary Public

My commission Expires: 11-15-2011



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UNOFFICIAL INSTRUMENT

Borrower owes Lender the principal sum of **Two Hundred Eleven Thousand One Hundred Five and no/100** Dollars (U.S. \$211,105.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **June 01, 2039**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **Skagit**

County, Washington:

**LOT 64, PARTINGTON PLACE DIVISION 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGES 186 THROUGH 190, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

Tax Account Number(s): **4560-000-064-0003**

which has the address of

**102 S. 27th Street**

[Street]

**Mount Vernon**  
[City]

**Washington**

**98274**  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum

WASHINGTON FHA DEED OF TRUST

ITEM 2707(L) (02/06)—MERS  
528-154893

(Page 2 of 10 pages)

CREATEDCS ■  
To Order Call 1-800-988-8776 □ Fax 818-464-3498  
154893



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