

**When Recorded Mail To:**

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



201112300075

Skagit County Auditor

12/30/2011 Page 1 of 9 12:17PM

FAT Doc. No.: 6803467

County: Skagit

**Document Title(s)**

Subordinate Deed of Trust

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

Candice J. Eyre

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

Secretary of Housing and Urban Development

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

C&L Service Corporation

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

TRACT "U", "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY"

Complete legal on page 8

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

41590000210006

Additional parcel #'s on page 3

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.

This Document Prepared By:

MELISSA BARR

U.S.

BANK, NA

4801 FREDERICA STREET

OWENSBORO, KENTUCKY 42301

When Recorded Mail To:

FIRST

AMERICAN TITLE

P.O. BOX 27670

SANTA ANA, CA 92799-7670

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FHA Case No: 703 561-8408489

Loan No. 7884466772

MERS MIN 1000212 7884466772 0

## SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made on  
JUNE 1, 2011 . The grantor is  
CANDICE J EYRE

("Borrower"), whose address is 701 GREENSTREET BLVD  
SEDRO WOOLLEY, WASHINGTON 98284

The trustee is C&L Service Corporation

("Trustee"), whose address is 2488 East 81st Street Suite 700  
Tulsa, OK 74137

The beneficiary is the Secretary of Housing and Urban Development whose address  
is Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410

("Lender"). Borrower owes Lender the principal sum of

TWENTY FOUR THOUSAND EIGHT AND 91/100

Dollars (U.S. \$ 24,008.91 ). This debt is evidenced by Borrower's note dated the same date  
as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable  
on JUNE 01, 2041

This Security Instrument secures to Lender: (a) the repayment of 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described  
property located in the County of SKAGIT, State of Washington:

Washington Subordinate Deed of Trust

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WASSI Rev. 01-11-11

Page 1 of 2



201112300075

Skagit County Auditor

12/30/2011 Page

2 of

9 12:17PM

7884466772

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Tax Parcel No. 41590000210006

which has the address of 701 GREENSTREET BLVD

SEDRO WOOLLEY, Washington 98284 (herein "Property Address");  
[City] [State] [Zip Code]

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 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 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.** 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 sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or 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 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 sums 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 or the Note without that Borrower's consent.



201112300075  
Skagit County Auditor

**4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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. Any notice provided for in this Security Instrument shall be deemed to have been given 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 or 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 the 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.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.



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

**8. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

**9. Substitute Trustee.** In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**10. Use of Property.** The Property is not used principally for agricultural purposes.

**11. Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or an appeal.

**12. Bankruptcy Discharge.** If Borrower, subsequent to **OCTOBER 19, 2007**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**



7884466772

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Mortgage Electronic Registration Systems, Inc.  
by U.S. Bank, NA, (authorized agent, Nominee)

*Rachel Fulks*

Name: RACHEL FULKS

(Seal)

- Lender

Its: ASSISTANT SECRETARY OF MERS

*Candice J Eyre*

CANDICE J EYRE

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower



7884466772

[Space Below This Line For Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of Washington

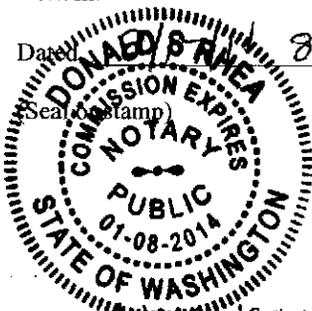
County of Skagit

I certify that I know or have satisfactory evidence that \_\_\_\_\_

**CANDICE J EYRE**

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the users and purposes mentioned in the instrument.

Dated 8/17/11



Ronald S. Rhea  
(Signature)

NOTARY PUBLIC  
Title

My appointment expires 01-08-2014

**LENDER ACKNOWLEDGMENT**

State of WASHINGTON

County of WHATCOM

I certify that I know or have satisfactory evidence that **RACHEL FULKS**

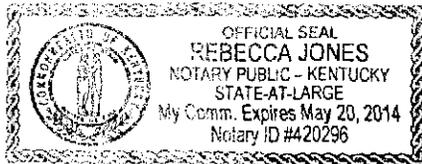
is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_

**ASSISTANT SECRETARY OF MERS** of \_\_\_\_\_

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 8/19/10

(Seal or stamp)



Rebecca Jones  
(Signature)

Notary  
Title

My appointment expires 5/20/2014

Washington Subordinate Deed of Trust

CoreLogic Document Services

CoreLogic, Inc.

CLDS# WASSI-6 Rev. 04-11-11

Page 6 of 6



201112300075

Skagit County Auditor

**EXHIBIT A**

**LEGAL DESCRIPTION**

TRACT "U", "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON.

FOR INFORMATION ONLY:  
TRACT U OTTO GREENSTREET'S ADD TO SEDRO WOOLLEY.

Parcel # 41590000210006

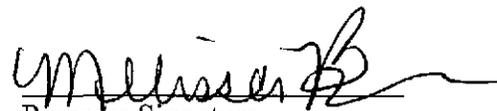


201112300075

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Certificate of Preparation

This is to certify that this instrument was prepared by U.S. Bank, NA, one of the parties named in the instrument.



Preparer Signature

Printed Name: Melissa Barr

Title: Processor



201112300075  
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