



201204170090

Skagit County Auditor

4/17/2012 Page

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5 11:22AM

Return Address:

JPMorgan Chase Bank, NA
780 Kansas Lane, 2nd Floor
Monroe, LA 71203

RE: Instr 200805090102

Subordinate Mortgage

Grantor(s):

1. **Gabriel L. Maldonado, A Single Person**
- 2.
- 3.

Grantee(s):

1. **Secretary of Housing and Urban Development**
- 2.
- 3.

Legal Description:

1. **Lot 35, "EAGLE VALLEY P.U.D"**

Property Tax Parcel Account Number(s): 46320000350004

Prepared by:
JPMorgan Chase Bank, NA
3415 Vision Drive
Columbus, OH 43219-6009

Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
CHASE RECORDS CENTER
RE: COLLATERAL TRAILING
DOCUMENTS
PO BOX 8000
MONROE, LA 71203

This Instrument Prepared By:
JPMORGAN CHASE BANK, N.A.
3415 VISION DRIVE
COLUMBUS, OHIO 43219-6009

[Space Above This Line For Recording Data]

SUBORDINATE MORTGAGE

MIN: 100085200635531272
FHA Case Number 854882
Loan Number 1955468612

This SUBORDINATE MORTGAGE ("Security Instrument") is given on FEBRUARY 28, 2012.

The Mortgagor(s) are GABRIEL L MALDONADO A SINGLE PERSON whose address is 5075 AERIE LN, SEDRO WOOLLEY, WASHINGTON 98284 (Borrower).

This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender/Mortgagee). Borrower owes Lender/Mortgagee the principal sum of FOUR THOUSAND ONE HUNDRED FORTY-TWO AND 85.00/100THS (U.S. \$4,142.85).

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 FEBRUARY 01, 2042.

This Security Instrument secures to Lender/Mortgagee: (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 does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee, with power of sale the following described property located in SKAGIT County, WASHINGTON:

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LEGAL DESCRIPTION:

LOT 35, "EAGLE VALLEY P.U.D", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 181 TO 183, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. APN: P106928

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

RECORDED MAY 09, 2008 INSTRUMENT NO 200805090102

Tax Parcel No: 46320000350004

which has the address of 5075 AERIE LN, SEDRO WOOLLEY, WASHINGTON 98284, ("Property Address");

TOGETHER WITH all the improvement 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 forgoing 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 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.

Borrower and Lender/Mortgagee 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/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender/Mortgagee 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/Mortgagee 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/Mortgagee 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/Mortgagee 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

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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/Mortgagee 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.

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/Mortgagee. Any notice to Lender/Mortgagee shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410** or any address Lender/Mortgagee designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender/Mortgagee 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/Mortgagee further covenant and agree as follows;

7. Acceleration Remedies. If Lender/Mortgagee requires immediate payment in full under the Paragraph 7 of the Subordinate Note, Lender/Mortgagee may invoke the power of sale and any other remedies permitted by applicable law. Lender/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence. If Lender/Mortgagee invokes the power of sale, Lender/Mortgagee shall give notice of sale to Borrower in the manner provided in Paragraph 4. Lender/Mortgagee shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender/Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order:

- (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees;
- (b) to all sums secured by this Security Instrument; and
- (c) any excess to the person or persons legally entitled to it.

If the Lender's/Mortgagee'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 non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall



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deprive the Secretary of any rights otherwise available to a Lender/Mortgagee under this paragraph or applicable law.

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.

[Space Below This Line For Borrower Acknowledgement]

Mabe L Maldonado
Borrower - GABRIEL L MALDONADO AKA GARBIEL LEE MALDNADO

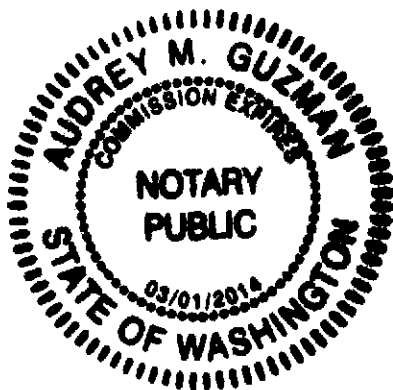
Date: 3/3/12

State of WASHINGTON)
County of Skagit) ss:)

On this day personally appeared before me GABRIEL L MALDONADO AKA GARBIEL LEE MALDNADO to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 3RD day of March, 2012.

Audrey M. Guzman
Notary Public

(Seal, if any)
My Commission expires: 03/01/2014



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