



201208090054

Skagit County Auditor

8/9/2012 Page

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8 11:38AM

Return To:
HUD C/O Nationwide Title Clearing
2100 ALT 19 N
Palm Harbor, FL 34683

Assessor's Parcel or Account Number:
P75081

Abbreviated Legal Description:
LOTS 1 AND 2, BLOCK 24, WEST ADDITION, COUNTY

[Include lot, block and plat or section, township and range]

Full legal description located on page 2

Trustee:
United States Department of Housing and Urban Development

[Space Above This Line For Recording Data]

State of Washington

U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
EMERGENCY HOMEOWNERS' LOAN PROGRAM
OPEN-END DEED OF TRUST

EHLPLoan Number: EHLPLWA62327

THIS DEED OF TRUST ("Security Instrument") is made on this 27th day of July, 2012,
by the Grantor who is
BRETT ADAMS AS INDIVIDUAL PERSON.

(collectively, "Borrower"), residing at
23237 Pringle Street
Clearlake, WA 98235-0000

The trustee is the United States Department of Housing and Urban Development ("Trustee"). The beneficiary is the United States Department of Housing and Urban Development, ("HUD"), having its principal office at 451 7th Street, SW, Washington, DC 20410.

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WHEREAS, Borrower is indebted to HUD in an amount not to exceed the principal sum of Fifty-Thousand (\$50,000.00) U.S. Dollars, which indebtedness is evidenced by the Borrower's note dated this date (the "Note"), providing for the installment payment of principal and interest, when required pursuant to its terms, with the full debt, if not paid earlier, due and payable in accordance with the terms of the Note.

NOW THEREFORE, Borrower covenants and agrees as follows:

This Security Instrument is given by the Borrower to HUD to secure any and all sums loaned by HUD to the Borrower pursuant to (i) Title I, the Emergency Homeowners' Relief Act, of the Emergency Housing Act of 1975, as amended (12 U.S.C. § 2701 *et seq.*) (the "Act"), and (ii) the Note.

The sums secured by this Security Instrument are evidenced by the Note and include the following:

- A. All sums advanced by HUD to satisfy delinquent mortgage obligations of the Borrower to one mortgage lender holding a lien on the real property described in Exhibit A attached hereto;
- B. If applicable, all sums that will be advanced by HUD in the future on behalf of the Borrower to maintain such mortgage obligation(s) in current status; and
- C. Any related costs, fees, taxes or other expenses advanced on behalf of the Borrower by the HUD.

To secure the repayment of such sums, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in SKAGIT County, Washington:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT A
which has the address of 23237 Pringle Street

[Street]

Clearlake [City], Washington 98235-0000 [Zip Code] ("Premises");

TOGETHER WITH all the improvements now or hereafter erected on the property, all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Security Instrument and all of the foregoing, are herein referred to collectively as the "Premises".

To have and to hold the Premises unto HUD and HUD's successors and assigns forever.

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 HUD covenant and agree as follows:

UNIFORM COVENANTS.

1. **BORROWER'S COVENANTS.** Borrower covenants that Borrower is lawfully seized of the Premises hereby conveyed and has the right to mortgage, grant and convey the Premises and that the Premises is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Premises against all claims and demands, subject to any encumbrances of record.
2. **REPAYMENT.** No regular monthly payments are due under the accompanying Note. The accompanying Note is a deferred contingent liability. Principal on the Note and all other sums, which may or shall become due under the Note, shall be immediately due and payable in full upon the occurrence of certain events of default as provided for in the Note. In the event of default, Borrower acknowledges that HUD must terminate Emergency Assistance loan disbursements and may at any time thereafter take any legal action to enforce its mortgage without any further restriction. The circumstances under which the Borrower is to repay sums loaned are set forth in the Note and the Commitment.

In the event that there is more than one Borrower, the obligation of each shall be joint and several.



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3. **DEFAULT.** If the Borrower violates any other term of this Security Instrument, or the Note, which violation is not remedied within a period of thirty (30) days, then HUD may declare this Security Instrument to be in default, and it may accelerate all outstanding indebtedness, by declaring all sums remaining unpaid under this Security Instrument to be immediately due and payable in their entirety. In such event, HUD may institute an action of mortgage foreclosure against the Borrower, or such other form of civil action as is determined appropriate by HUD. If it is necessary for HUD to institute such legal action, Borrower will pay all costs and reasonable attorney's fees actually incurred by HUD.
4. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower will maintain the Premises secured by this Security Instrument in good repair and will not commit waste or permit impairment or deterioration of the Premises.
5. **INSPECTION.** HUD may make or cause to be made reasonable entries upon and inspection of the Premises, provided that HUD shall give Borrower notice prior to any such inspection.
6. **TAXES AND INSURANCE.** Borrower will pay all real estate taxes, liability and hazard insurance, flood insurance, home owners association dues, water and sewage charges, and other charges that are levied against the Premises in a timely manner, and will not permit any liens of any kind to be placed on the Premises by a taxing or other entity. Borrower will maintain adequate liability and hazard insurance to protect the Premises against risk of loss, including floods or flooding if required by HUD, and will name HUD as an additional mortgagee and loss payee on any such policy.
- In the event that Borrower fails to maintain adequate liability and hazard insurance as required by this paragraph, then HUD may but shall not be obligated to obtain such coverage, and add its cost to the amount owed to it by the Borrower.
7. **PREPAYMENT PERMITTED.** Borrower may prepay the sums loaned pursuant to this Security Instrument in whole or in part at any time without penalty.
8. **TRANSFER OF THE PROPERTY; DUE ON SALE.** If all or any part of the Premises or an interest therein is sold or transferred by Borrower without HUD's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this Security Instrument, (b) the creation of a purchase money security interest for household appliances, or (c) upon the death of a joint tenant, transfer by devise, descent or by operation of law, HUD may, at HUD's option, declare all the sums secured by this Security Instrument to be immediately due and payable, provided, HUD may, in accordance with program guidelines, accept repayment out of available proceeds minus, at HUD's sole discretion, two thousand dollars (\$2,000.00) for Borrower's relocation expenses. This Security Instrument may not be assumed.
9. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument, the other loan documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.
10. **FORBEARANCE BY HUD NOT A WAIVER.** Any forbearance by HUD in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy at any appropriate time.
11. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by the Act and the laws of the State of Washington. 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, and to this end the provisions of this Security Instrument, and the Note are declared to be severable.
12. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, administrators, executors and/or assigns of HUD and Borrower.



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13. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by mailing such notice by first class or registered or certified mail, postage prepaid, addressed to Borrower at the Premises or at such other address as Borrower may designate by notice to HUD as provided herein, and (b) any notice to HUD shall be given by first class or registered or certified mail, to HUD's address stated herein or to such other address as HUD may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or HUD when given in the manner designated herein.
14. **HAZARDOUS SUBSTANCES.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. Borrower will not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses or to maintenance of the Premises.
- Borrower shall promptly give HUD written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory agency, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
- As used in this paragraph 14, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 14, "Environmental Law" means federal laws and laws of the State of Washington that relate to health, safety or environmental protection.
15. **RELEASE.** Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and HUD shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
16. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

17. **FORECLOSURE PROCEDURE.** If HUD requires immediate payment in full under paragraph 3, HUD may invoke the power of sale and any other remedies permitted by applicable law. HUD shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If HUD invokes the power of sale, HUD shall give written notice to Trustee of the occurrence of an event of default and of HUD's election to cause the Premises to be sold. Trustee and HUD 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 Premises 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 Premises for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. HUD or its designee may purchase the Premises at any sale.



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Trustee shall deliver to the purchaser Trustee's deed conveying the Premises 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.

If HUD requires immediate payment in full under paragraph 3, HUD may invoke the nonjudicial 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 Premises as provided in the Act. Nothing in the preceding sentence shall deprive HUD of any rights otherwise available to HUD under this paragraph 17 or applicable law.

18. **SUBSTITUTE TRUSTEE.** In accordance with applicable law, HUD may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Premises, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
19. **USE OF PREMISES.** The Premises is not used principally for agricultural or farming purposes.
20. **RIDERS TO THIS SECURITY INSTRUMENT.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other [specify]

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SIGNATURE PAGE FOLLOWS.



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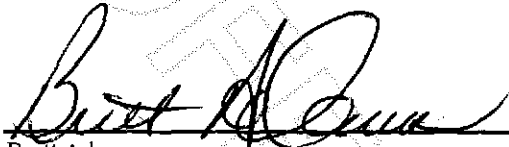


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IN WITNESS WHEREOF, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Brett Adams

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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STATE OF WASHINGTON County of Skagit

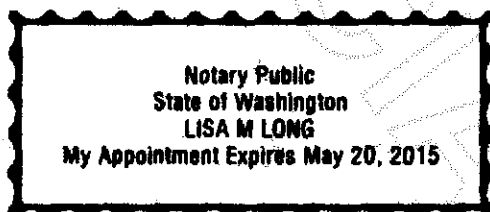
} ss:

On this day personally appeared before me

Brett Adams

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/~~she~~/they signed the same as his/~~her~~/their free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 19th day of April, 2012



Lisa M. Long
Notary Public in and for the State of Washington, residing at
Mount Vernon

My Appointment Expires on 5/20/2015

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EXHIBIT A

Legal Description of Property

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOTS 1 AND 2, BLOCK 24, 'WEST ADDITION, CLEAR LAKE, WASH.' AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE WEST 1/2 OF VACATED BIRCH AVENUE THAT ADJOINS AND HAS REVERTED TO SAID PREMISES BY OPERATION OF LAW.

DDS-LGD

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