



201301280148

Skagit County Auditor

1/28/2013 Page 1 of 9 11:21AM

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.: 7660932

County: SKAGIT

Document Title(s)

DEED OF TRUST

Reference Number(s) of related documents:

NA

Additional Reference #'s on page 2

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

GOINES, JOHN THOMAS

Additional Grantors on page 2

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

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Trustee(s)

CHICAGO TITLE COMPANY

Additional Grantees on page 2

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

THE PORTION OF THE SE 1/4 OF THE SW 1/4 OF NE 1/4 AND THE SOUTH 13 RODS OF THE N 1/2 OF THE SW 1/4 OF THE NE 1/4, SECTION 34, T35N, R4E OF WM

Complete legal on page 8 OF THE DOCUMENT

Assessor's Property Tax Parcel/Account Number

0000038358

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.

This document was prepared by:

CADE REMSBURG

Wells Fargo Home Mortgage

210 Wildwood Parkway-5th Floor - MAC# W0151-053

Birmingham, AL 35209

7660932

DEED OF TRUST

This Deed of Trust ("Security Instrument") is effective October 24, 2012, among the Grantor, **JOHN THOMAS GOINES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,**

(herein "borrower"), Chicago Title Company 425 Commercial Street, Mount Vernon, Washington 98273 (herein "Trustee"), and the Beneficiary, The Secretary of Housing and Urban Development, whose address is 451 Seventh Street Southwest, Washington D.C., 20410-8000 (herein "Lender"). Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Skagit County, WA:

Which has the legal description of: See Attached Exhibit A

Which has the Property Address of:

**11236 STERLING ROAD
SEDRO WOOLLEY WA 98284,**

Tax ID 0000038358

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property". To Secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 24, 2012, and extensions and renewals thereof (herein "Note"), in the principal sum of One Hundred Five Thousand Nine Hundred Sixty-Four And 51/100 dollars (\$105,964.51), with the balance of the indebtedness, if not sooner paid, due and payable on 11/1/2042; the payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

When recorded mail to: #7660932

First American Title

Loss Mitigation Title Services 1079.24

P.O. Box 27670

Santa Ana, CA 92799

RE: GOINES - PC REC SVC

Initial J.T.G.



201301280148
Skagit County Auditor

Borrower and Lender covenants agree as follows:

UNIFORM COVENANTS,

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

1. 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.

2. 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.

3. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 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:

**U.S. Department of HUD
C/O DEVAL LLC
Westpoint 1 - 1255 Corporate Drive, Suite 300
Irving, TX 75038
Toll-Free: (877) 622-8525**

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.

4. 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

5. Borrowers Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Page 2 of 7

Initial J.F.G.



201301280148
Skagit County Auditor

NON-UNIFORM COVENANTS,

7. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower and to any other person required by applicable law as provided in paragraph 17 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 7, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting written notice at least 21 days prior to the day of the sale at the courthouse door in each of the counties in which the Property is situated. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Such sale shall be made public venue between the hours of 10 o'clock a.m. and 4 o'clock p.m. on the first Tuesday in any month but, in no event shall the sale commence more than three (3) hours after the time stated in the notice of sale. Borrower authorizes Trustee to sell the Property to the highest Bidder for cash in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property so sold with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Property is sold pursuant to this paragraph 7, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

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 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 Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

Page 3 of 7

Initial J.F.G.



201301280148
Skagit County Auditor

8. Borrower's Right to Reinstate. Borrower has no right to reinstate the loan after Lender has accelerated the sums secured hereby. Lender may allow Borrower to reinstate the loan providing that: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 7 thereof, including, but not limited to, reasonable attorneys' fees and expenses; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

8. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 7 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

9. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

10. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. 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.

11. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owed or claimed by any owner or holder of any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignments or are released by the holder thereof upon payment.

12. Partial Invalidity. In event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Security Instrument or in the Note, whether considered separately or together with other charges that are considered a part of this Security Instrument and Note transaction, violates such law by reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

Page 4 of 7

Initial J.T.G.



201301280148
Skagit County Auditor

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Borrower's Authorization for Disclosure of Financial Information. Borrower hereby authorizes the holder of any mortgage, deed of trust or other encumbrance with a lien that has a priority over this Security Instrument to disclose any financial information requested in writing by the above-named Lender regarding Borrower's loan. Such information may include, but shall not be limited to, the following information: current loan balance, loan status, delinquency notices, tax and insurance receipts, hazard insurance policies and flood insurance policies, and any other information deemed necessary in its sole discretion by Lender.

To the extent the lender may elect to do so, from time to time, the Borrower hereby authorizes Lender to cure wholly or in part any default or failure of performance under the terms of the prior Note and Security Instrument. The Borrower hereby indemnifies and agrees to hold harmless any Lender acting in reliance upon this provision from any and all liability and causes of action arising from actions taken pursuant to this provision, including, but not limited to, all attorney fees, costs and expenses incurred for any reason. This provision cannot be amended, revoked, superseded, or canceled prior to payment in full of the subordinate debt without the express written consent of the Lender. This provision of the Security Instrument may be continually used from time to time, and shall inure to the benefit of the Lender, its successors and assigns.

15. Waiver of Notice of Intention and Accelerate. Borrower waives the right to notice of intention to require payment in full of all sums secured by this Security Instrument except as provided in paragraph 7.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEED OF TRUST

Borrower and Lender request the holder of any Mortgage, Deed of Trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Page 5 of 7

Initial J.T.G.



201301280148
Skagit County Auditor

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

10-26-2012
Date

John Thomas Goines
JOHN THOMAS GOINES Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Signature-
>

Print Name -

> Witness

Date

Signature-
>

Print Name -

> Witness



ALL PURPOSE ACKNOWLEDGEMENT

STATE OF Washington)

COUNTY OF Skagit)

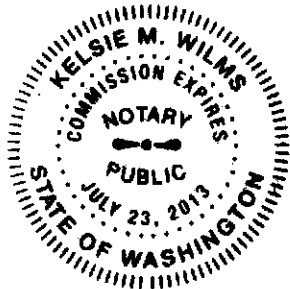
On this, the 26 day of October, 2012 before me personally appeared

JOHN THOMAS GOINES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

known to me personally or proved to me on the basis of satisfactory evidence to be the person(s) whose (name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES: July 23, 2013

[Signature]
SIGNATURE OF NOTARY PUBLIC,
STATE OF Washington



NOTARY SEAL

Kelsie M Wilms
PRINTED NAME OF NOTARY

<u>[Signature]</u>	<u>10/26/12</u>	<u>[Signature]</u>	<u>10/26/2012</u>
Witness 1 Signature	Date	Witness 2 Signature	Date

Page 7 of 7

Initial J.T.G.



201301280148
Skagit County Auditor

EXHIBIT "A"

That portion of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter and the South 13 rods of the North Half of the Southwest Quarter of the Northeast Quarter, all in Section 34, Township 35 North, Range 4 East of the Willamette Meridian, lying East of the following described line:

Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter of said Section 34, which is 104.44 feet East of the Southwest corner thereof;

Thence North parallel with the West line of said subdivision to the North line of the South 13 rods of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 34 and the terminus of this line description;

EXCEPT the South 2 rods thereof;

AND EXCEPT County road right-of-way;

AND ALSO EXCEPT that portion thereof containing about one-quarter of an acre lying East of a line described as follows:

Beginning at a point on the East line of the Southwest Quarter of the Northeast Quarter, Section 34, Township 35 North, Range 4 East of the Willamette Meridian, 2,200 feet South of the East $1/16^{\text{th}}$ corner between Sections 27 and 34, Township 35 North, Range 4 East of the Willamette Meridian;

Thence Southwesterly about 435 feet to a point which is 33 feet North of the South line to the Southwest Quarter of the Northeast Quarter of said Section 34 and 1,155 feet East of the Southwest corner of said Southwest Quarter of the Northeast Quarter.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



201301280148

Skagit County Auditor

1/28/2013 Page

9 of

9 11:21AM

4/29/2008