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Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
MHA DEPARTMENT
780 KANSAS LANE
2ND FLOOR, LA4-3125
MONROE, LA 71203

SUBORDINATE MORTGAGE

Loan Number 1103907996

Grantor(s): DENTON E MOORE AND JESSICA D MOORE HUSBAND AND WIFE

Grantee(s): Secretary of Housing and Urban Development

Grantee's Address: Department of Housing and Urban Development, Attention: Single Family
Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410

Abbreviated Legal Description:

LOT "Y" COMPRISED OF BOTH LOTS "Y-1" AND "Y-2"

36-35-09 SW SE

A full Legal Description is located on page 2 of the SUBORDINATE MORTGAGE.

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:

RECORDED DECEMBER 3, 2010 INSTRUMENT NO. 201012030171

Assessor's Property Tax Parcel Account Number(s): P125154

ver. 08_14_2013_11_47_29



Recording Requested By/Return To:
JPMORGAN CHASE BANK, N.A.
MHA DEPARTMENT
780 KANSAS LANE
2ND FLOOR, LA4-3125
MONROE, LA 71203

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

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SUBORDINATE MORTGAGE

FHA Case Number 703 566-0182691

Loan Number 1103907996

This SUBORDINATE MORTGAGE ("Security Instrument") is given on AUGUST 22, 2013.

The Mortgagor(s) are DENTON E MOORE AND JESSICA D MOORE HUSBAND AND WIFE whose address is 11920 MARTIN RD, ROCKPORT, WASHINGTON 98283 (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). The Borrower owes the Lender/Mortgagee the principal sum of FIFTY-SIX THOUSAND TWO AND 83.00/100THS (U.S. \$56,002.83).

This debt is evidenced by the 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 SEPTEMBER 01, 2043.

This Security Instrument secures to the 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 the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, the 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:

THE LAND IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF ROCKPORT, AND DESCRIBED AS FOLLOWS: LOT "Y" IS COMPRISED OF BOTH LOTS "Y-1" AND "Y-2" BELOW LOT "Y-1": THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., EXCEPT THE EAST 500 FEET THEREOF, EXCEPT COUNTY ROADS, AND ALSO EXCEPT THE THREE FOLLOWING DESCRIBED TRACTS: 1. BEGIN AT A POINT ON THE SOUTH LINE OF THE COUNTY ROAD, 229 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID COUNTY ROAD 210 FEET; THENCE SOUTH 210 FEET; THENCE WEST 210 FEET; THENCE NORTH 210 FEET TO THE POINT OF BEGINNING. 2. BEGIN AT A POINT ON THE SOUTH LINE OF THE COUNTY ROAD, 229 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 100 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID COUNTY ROAD 229 FEET, MORE OR LESS TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID COUNTY ROAD; THENCE EAST ALONG THE SOUTH LINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING. 3. BEGIN AT A SOUTHWEST CORNER OF THE EAST 500 FEET OF SAID NORTH 1/2; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 500 FEET, A DISTANCE OF 417 FEET 5 INCHES; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 A DISTANCE OF 208 FEET 8.5 INCHES; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 500 FEET TO THE SOUTH LINE OF SAID NORTH 1/2; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. LOT "Y-2", THE WEST 417 FEET 5 INCHES OF THE NORTH 208 FEET 8.5 INCHES OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M. DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE EAST 835 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE MARTIN ROAD; THENCE SOUTH ALONG SAID ROAD 210 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED AS THE SOUTH 1/2 OF THE ROBBINS PARCEL IN DEED TO ELLEN G. LAFAYETTE, RECORDED DECEMBER 19, 1994, AS AUDITOR'S FILE NO. 9412190031, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE WEST 260 FEET, MORE OR LESS, TO A HUB AND TACK WHICH IS THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE ROBBINS PARCEL; THENCE WEST 610 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE NORTH TO THE POINT OF BEGINNING; EXCEPT ANY PORTION THEREOF WHICH MIGHT LIE WITHIN THE EAST 500 FEET OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. LOT "Z": THE PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST 1/4 OF THE EAST 500 FEET OF SAID NORTH 1/2; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 500 FEET, A DISTANCE OF 417 FEET 5 INCHES; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2, A DISTANCE OF 208 FEET 5 INCHES; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 500 FEET TO THE SOUTH LINE OF SAID NORTH 1/2; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. APN: P125154

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED DECEMBER 3, 2010 INSTRUMENT NO. 201012030171

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Tax Parcel No: P125154

which has the address of 11920 MARTIN RD, ROCKPORT, WASHINGTON 98283, ("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 foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that the 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. The 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.

The Borrower and the Lender/Mortgagee covenant agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** The 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 the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The 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 the Borrower's successors in interest. Any forbearance by the 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 the Lender/Mortgagee and the Borrower. The 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 the 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 the 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.

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4. **Notices.** Any notice to the 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 the Borrower designates by notice to the Lender/Mortgagee. Any notice to the 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 the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the 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.** The Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. The Borrower and the Lender/Mortgagee further covenant and agree as follows;

7. **Acceleration Remedies.** If the Lender/Mortgagee requires immediate payment in full under the paragraph 7 of the Subordinate Note, the Lender/Mortgagee may invoke the power of sale and any other remedies permitted by applicable law. The 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 the Lender/Mortgagee invokes the power of sale, Lender/Mortgagee shall give notice of sale to the Borrower in the manner provided in Paragraph 4. The Lender/Mortgagee shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. The 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 deprive the Secretary of any rights otherwise available to a the Lender/Mortgagee under this paragraph or applicable law.

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

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Loan Number 1103907996

[Space Below This Line For Borrower Acknowledgement]

Borrower - **DENTON E MOORE**

Date: 9/18/13

Borrower - **JESSICA D MOORE**

Date: 9/18/13

State of **WASHINGTON**

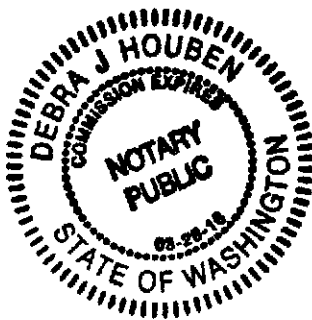
County of Skagit) ss:)

On this day personally appeared before me **DENTON E MOORE AND JESSICA D MOORE** 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 18th day of Sept. 2013.

Debra J Houben
Notary Public

(Seal, if any)

My Commission expires: 3/26/16



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