



201511240047

Skagit County Auditor  
11/24/2015 Page

1 of 8 2:03PM  
\$130.00

Document Title: SUBORDINATE MORTGAGE

Reference Number: 200809300116

Grantor(s):  additional grantor names on page \_\_\_

1. GINGER L. HYATT

2.

Grantee(s):  additional grantee names on page \_\_\_

1. SECRETARY OF HOUSING AND URBAN DEVELOPMENT

2.

Abbreviated legal description:  full legal on page(s) \_\_\_

SW 1/4 of the SE 1/4 of SEC 10, T4N 35 N, R3E

Assessor Parcel / Tax ID Number:  additional tax parcel number(s) on page \_\_\_

P 34046

I, RAFAEL ESTRADA, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document

Signed

Dated

11-24-15

**After Recording Return To:**

Ocwen Loan Servicing, LLC  
Attn: HAMP Modifications  
P.O. Box 24737  
West Palm Beach, FL 33416  
Investor #: 12280

[Space Above This Line for Recording Data]

**SUBORDINATE MORTGAGE**

Servicer: Ocwen Loan Servicing, LLC  
Original Mortgage / Maker: GINGER L. HYATT  
Marital Status: SINGLE  
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
("MERS"), SOLELY AS NOMINEE FOR AMERICAN FINANCIAL  
RESOURCES, INC.

Original Amount: \$ 286,917.00  
Original Mortgage Date: SEPTEMBER 24, 2008  
Date Recorded: SEPTEMBER 30, 2008

Reel / Book: \_\_\_\_\_ Page / Liber: \_\_\_\_\_  
CRFN / Document/Instrument #: 200809300116  
AP# / Parcel #: P34046  
Property Address: 15617 FIELD ROAD,  
City: BOW County: SKAGIT State: WASHINGTON

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC  
Holder's Mailing Address:  
(Including county) 5720 Premier Park Dr,  
West Palm Beach, FL 33407  
Palm Beach County

New Money \$ \_\_\_\_\_

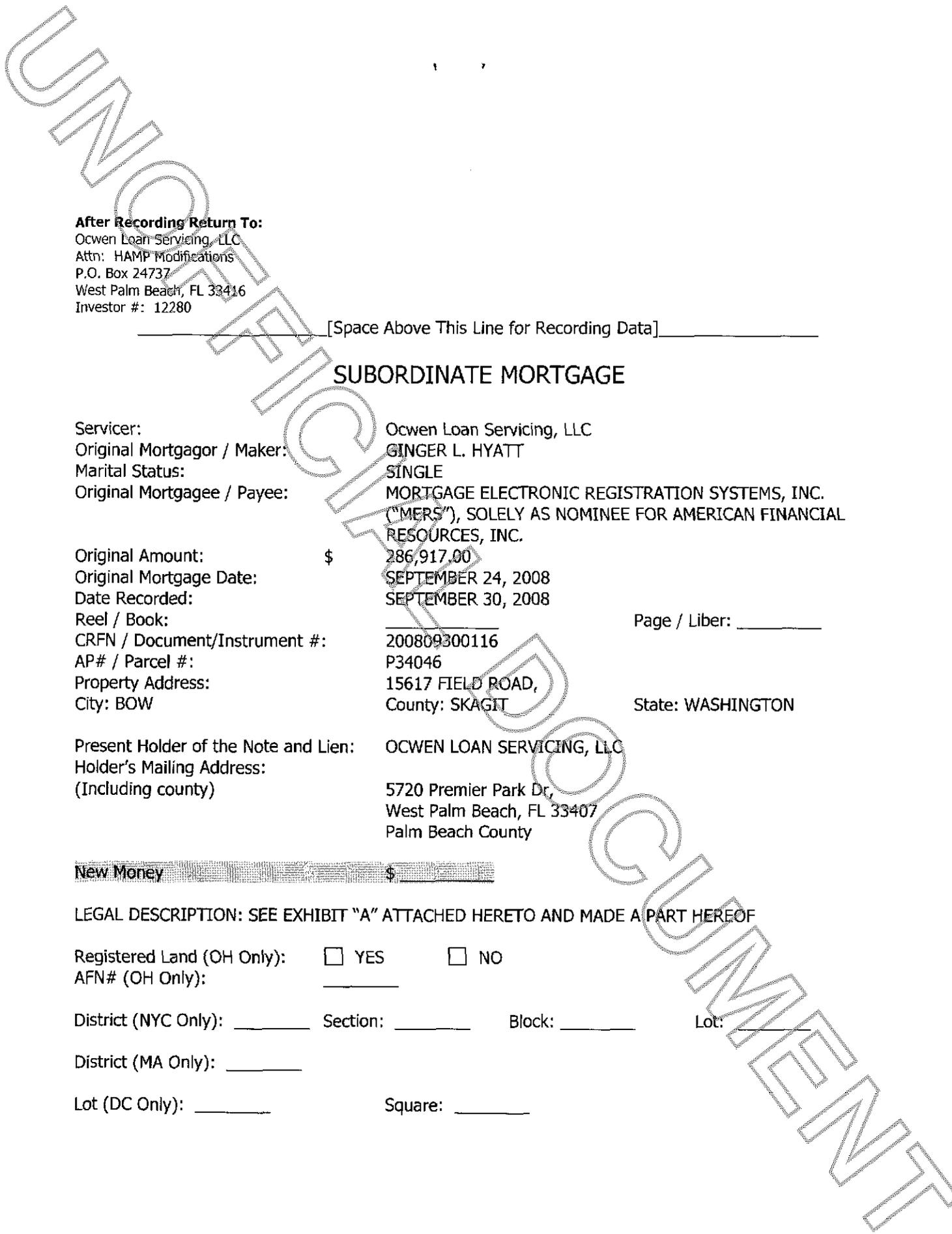
LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Registered Land (OH Only):  YES  NO  
AFN# (OH Only): \_\_\_\_\_

District (NYC Only): \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

District (MA Only): \_\_\_\_\_

Lot (DC Only): \_\_\_\_\_ Square: \_\_\_\_\_



**EXHIBIT "A"**

The South 495 feet of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 10, Township 35 North, Range 3 East, W.M., EXCEPT the West 495 feet thereof, EXCEPT the East 440 feet thereof, AND EXCEPT road and ditch rights of way.

Situate in the County of Skagit, State of Washington.



Recording Requested By:  
Ocwen Loan Servicing, LLC

When Recorded Return to:

Ocwen Loan Servicing, LLC  
Attention: Modification Processing  
PO Box 24737  
West Palm Beach, FL 33416-9838

Loan Number: **602167286**

FHA Case No. **561-8571998**

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**SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 10/14/2015. The Mortgagor is Ginger L Hyatt ~~Ronald Hoppe~~, whose address is 15617 Field Rd Bow WA 98232 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of U.S. \$81,146.50. This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 10/1/2045. This Security Instrument secures Lender: (a) the repayment of all 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, with power of sale the following described property located in Skagit County, WA:

See attached Legal Description

Which has the address of 15617 Field Rd Bow WA 98232 ("Property Address");

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 mortgage, 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 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.

602167286

FHAPCFNL v1.0

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



Borrower and Lender 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 Not a Waiver.** Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commence proceedings against any successors in the interest or refuse to extend time for payment of 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 the 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 sum 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 of the Note without that Borrower's consent.
4. **Notices.** Any notices 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: 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 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 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.**

If the Lender'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 nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and 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.



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

Witness  
 Signature Donna L Weaver

Print DONNA L WEAVER

Signature M Ferguson

Print MELISSA FERGUSON

Ginger L Hyatt (Seal)  
 Ginger L Hyatt  
 Borrower

Witness  
 Signature \_\_\_\_\_

Print \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
 (Seal)  
 Ronald Hoppe  
 Borrower

Witness  
 Signature \_\_\_\_\_

Print \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
 (Seal)  
 Borrower

Witness  
 Signature \_\_\_\_\_

Print \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_  
 (Seal)  
 Borrower



**BORROWER ACKNOWLEDGMENT**

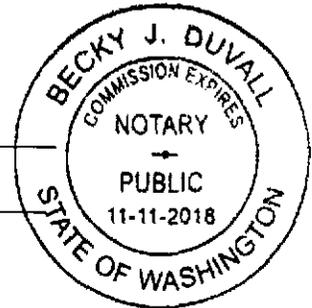
State of Washington

County of Skagit

On this 28<sup>th</sup> day of Oct 2015 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ginger L Hyatt ~~Ronald Hepp~~ personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Becky J. Duvall  
Notary Public  
My Commission Expires: 11-11-18  
Becky J. Duvall



...

Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, LLC, one of the parties named in the instrument.



Signature

(Alison Rivera)  
LOSS MITIGATION

Ocwen Loan Servicing LLC  
Loss Mitigation Department  
5720 Premier Park Dr  
West Palm Beach, FL 33407  
1-800-850-4622

UNOFFICIAL DOCUMENT