



201601280064

Skagit County Auditor

\$79.00

1/28/2016 Page

1 of

6 11:55AM

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

SUBORDINATE DEED OF TRUST

Loan Number 1045678598

Grantor(s): **DELIA ARCE, A SINGLE PERSON**

Grantee(s): **United States of America, acting through the Rural Housing Service (and its successors)**

Grantee's Address: **USDA, Rural Development, Guaranteed Loan Branch – FC 350, P.O. Box 200011, St. Louis, MO 63120-0011**

Trustee: **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**

Abbreviated Legal Description:
LOT 15, ASPEN LANE PH 2

A full Legal Description is located on page 2 of the SUBORDINATE DEED OF TRUST

REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
RECORDED NOVEMBER 30, 2011 INSTRUMENT NO. 201111300110

Assessor's Property Tax Parcel Account Number(s): **P126111**

ver. 12_18_2015_23_02_39



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 DEED OF TRUST

This SUBORDINATE DEED OF TRUST ("Security Instrument") is given on DECEMBER 22, 2015.

The Grantor(s) are DELIA ARCE, A SINGLE PERSON whose address is 1075 VAIL LN, BURLINGTON, WASHINGTON 98233 (Borrower).

The Trustee is QUALITY LOAN SERVICE CORPORATION OF WASHINGTON (Trustee).

The Beneficiary is the United States of America, acting through the Rural Housing Service (and its successors), whose address is USDA, Rural Development, Guaranteed Loan Branch – FC 350, P.O. Box 200011, St. Louis, MO 63120-0011 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of FORTY-SEVEN THOUSAND NINE HUNDRED THIRTY-THREE AND 72/100THS (U.S. \$47,933.72).

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 JANUARY 01, 2046.

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 Trustee, in trust, with power of sale the following described property located in SKAGIT County, WASHINGTON:

RHS Subordinate Security Instrument

CR42439
FM119
(page 1 of 5 pages)



LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SKAGIT, CITY OF BURLINGTON AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT: LOT 15, 'PLAT OF ASPEN LANE PHASE 2,' AS PER PLAT RECORDED ON MAY 11, 2007, UNDER AUDITOR'S FILE NO. 200705110088, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL ID: P126111
Tax Parcel No: P126111

which has the address of 1075 VAIL LN, BURLINGTON, WASHINGTON 98233, ("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.

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: USDA, Rural Development, Guaranteed Loan Branch – FC 350, P.O. Box 200011, St. Louis, MO 63120-0011 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 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. Lender/Mortgagee shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of sums secured by this Security Instrument and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender/Mortgagee, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 attorneys' fees and costs of title evidence.



8. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender/Mortgagee shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

9. Substitute Trustee. Lender/Mortgagee, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

10. Use of Property. The Property is not used principally for agricultural or farming purposes.

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.

_____[Space Below This Line For Borrower Acknowledgement]_____

Borrower - **DELIA ARCE**
(Must Be Signed Exactly as Printed)

Date: 12 / 29 / 15



State of WASHINGTON)

County of)

Enter County Here

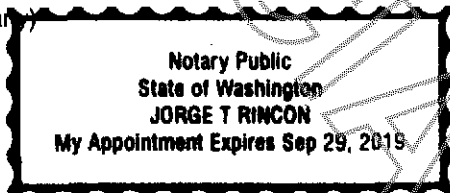
On this day personally appeared before me **DELIA ARCE** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 29 day of

December, 2015.



Notary Public Signature

(Seal, if any)



My Commission expires: 09/29/2019

