



201704250024

Skagit County Auditor

\$128.00

4/25/2017 Page

1 of

6 9:30AM

Document Title: Mortgage

Reference Number: M-21283

Grantor(s):

☐ additional grantor names on page ____

1. Froling, Taylor C.

2.

Grantee(s):

☐ additional grantee names on page ____

1. SEC. HUD

2.

Abbreviated legal description:

☐ full legal on page(s) ____

P106535

Lot 71 Meadow Phase II

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

I, Kathy Rodgers, 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

Kathy Rodgers

Dated

4-25-17

After Recording Return To:

Umpqua Bank
PO Box 230727
Portland, OR 97281-0727

[Space Above This Line For Recording Data]

FHA Case No. 566-1330308

M-21283

Land Title and Escrow

MORTGAGE (PARTIAL CLAIM)

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on July 1, 2016. The Mortgagor is Taylor C. Froling, whose address is 2223 West Meadow Blvd., Mount Vernon, Washington 98273 ("Grantor"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Grantee"). Borrower owes Lender the principal sum of forty-four thousand, six hundred and ninety dollars and ninety cents. (U.S. \$44,690.90). This debt is evidenced by 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 June 1, 2046. This Security Instrument secures to Lender: (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, 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, Borrowers do hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in Skagit County, Washington:

which has the address of

2223 West Meadow Blvd., Mount Vernon, Washington 98273

Assessor's Property Tax Parcel/Account Number

4638-000-071-0000 P106535

The real property described being set forth as follows:

See Exhibit "A"

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."

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.

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 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.

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 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.

4. **Notices.** Any notice to 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 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 10410 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.

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.** 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.** [State specific language]

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 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.

BY SIGNING BELOW, 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:


Taylor C. Froling

(SEAL)
Borrower

(SEAL)
Borrower

Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction__

STATE OF Washington

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County of Skagit

BE IT REMEMBERED, That on this 7th day of November, 2016,
before me, the undersigned, a Notary Public in and for the State of , personally appeared the within
named Taylor Froling

known to me to be the identical individual Taylor Froling described in and who executed the within
instrument and acknowledge to me that Taylor Froling executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year last above
written.

Notary Public for

Amy Conklin

Exhibit A

LEGAL DESCRIPTION:

Lot 71, "THE MEADOW PHASE II." As per plat recorded in Volume 16 of Plats, pages 1 through 7, inclusive, records of Skagit County Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Lot 71, The Meadow, Phase II

APN #: 4638-000-071-0000 P106535