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Loan No: 0043203710

FHA Case Number: 5661640896703

This Document Prepared By:
Tiffany Barrett
CoreLogic
1625 NW 136th Avenue Suite E-100
Sunrise, FL 33323

PARTIAL CLAIM DEED OF TRUST

Reference numbers of related documents: 201511120116
on page _____ of document

Grantor(s):

1. JACOB REID POOLMAN
2. TIFFANY MARIE POOLMAN
- 3.
- 4.

Beneficiary:

1. The Secretary of Housing and Urban Development

Trustee: FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON**Assessor's Property Tax Parcel Account Number(s): P68642**

Legal Description: THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THAT PORTION OF LOT 13, L.W.L. COS SAMISH RIVER ACREAGE, PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT A DISTANCE OF 300 FEET NORTH OF ITS SOUTHEAST CORNER; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTH LINE OF SAID TRACT A DISTANCE OF 300 FEET WEST OF ITS SOUTHEAST CORNER. MORE FULLY DESCRIBED IN EXHIBIT A.



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THIS PARTIAL CLAIM DEED OF TRUST ("Security Instrument") is made this 19th day of March, 2021. The grantor is JACOB REID POOLMAN and TIFFANY MARIE POOLMAN ("Borrower"), whose address is 9455 CHUCKANUT DRIVE, BURLINGTON, WA 98233. The trustee is FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, ("Trustee"), whose address is , , .

The beneficiary is 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 EIGHTEEN THOUSAND THREE AND 13/100 Dollars (U.S. \$ 18,003.13). 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 December 1, 2045.

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, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SKAGIT, State of WASHINGTON:

See Exhibit "A" attached hereto and made a part hereof;

which has the address of 9455 CHUCKANUT DR, BURLINGTON, WA 98233 "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 seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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



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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 20410** 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. Lender 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 the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender 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/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines.



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Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

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 Promissory Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

9. **Substitute Trustee.** In accordance with Applicable Law, Lender 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 purposes.

11. **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or an appeal.

12. **Bankruptcy Discharge.** If Borrower, subsequent to March 19, 2021, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

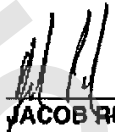
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.



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JACOB REID POOLMAN -Borrower

Date: 3/30/21


TIFFANY MARIE POOLMAN -Borrower

Date: 3/30/21



_____[Space Below This Line For Acknowledgments]_____

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that **JACOB REID POOLMAN and TIFFANY MARIE POOLMAN**, (name of person) is the person who appeared before me, a Notary Public and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/30/2021

Jessica Kristen Bauer
Signature of Notary

Notary Public
Title

My Commission expires: 08/13/2024



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Exhibit "A"

Loan Number: 0043203710

Property Address: 9455 CHUCKANUT DR, BURLINGTON, WA 98233

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THAT PORTION OF LOT 13, L.W.L. COS SAMISH RIVER ACREAGE, PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT A DISTANCE OF 300 FEET NORTH OF ITS SOUTHEAST CORNER; THENCE SOUTHWESTERLY IN A STRAIGHT LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTH LINE OF SAID TRACT A DISTANCE OF 300 FEET WEST OF ITS SOUTHEAST CORNER, TO THE EASTERLY LINE OF THE STATE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID HIGHWAY LINE TO A POINT A DISTANCE OF 137 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE LAST DESCRIBED LINE; THENCE NORTHEASTERLY PARALLEL WITH SAID LINE TO THE EAST LINE OF SAID TRACT 13; THENCE SOUTH TO THE POINT OF BEGINNING; EXCEPT THE SOUTHEASTERLY 30 FEET; ALSO, THAT PORTION OF TRACT 13, OF L.W.L. COS SAMISH RIVER ACREAGE, PLAT NO. 1, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 13, WHICH POINT BEARS NORTH 03 DEGREES 22 MINUTES 50 SECONDS WEST A DISTANCE OF 33.11 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 03 DEGREES 22 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID TRACT 13 A DISTANCE OF 340.83 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WILLIAM F. LEARNED BY DEED RECORDED UNDER AUDITORS FILE NO. 375160, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 43 DEGREES 54 MINUTES 39 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LEARNED TRACT A DISTANCE OF 191.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 43 DEGREES 54 MINUTES 39 SECONDS WEST A DISTANCE OF 156.37 FEET TO THE NORTHEASTERLY BOUNDARY OF CHUCKANUT DRIVE; THENCE SOUTH 44 DEGREES 06 MINUTES 45 SECONDS EAST ALONG SAID CHUCKANUT DRIVE A DISTANCE OF 1.38 FEET; THENCE NORTH 45 DEGREES 57 MINUTES 18 SECONDS EAST A DISTANCE OF 156.03 FEET;

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THENCE NORTH 41 DEGREES 51 MINUTES 03 SECONDS WEST A DISTANCE OF
6.96 FEET TO THE TRUE POINT OF BEGINNING. SITUATED IN SKAGIT
COUNTY, WASHINGTON.



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