

Recording requested by
SUN WEST MORTGAGE COMPANY, INC.

6131 Orangethorpe Avenue, Suite 500,
Buena Park, CA 90620

After recording return to
SUN WEST MORTGAGE COMPANY, INC.

6131 Orangethorpe Avenue, Suite 500,
Buena Park, CA 90620

NMLS ID: 3277
Loan #: 119009014400

Case No #: 5662702055703
MIN #: 100107311900901449
SIS #: (1-888-679-6377)
Loan Type: FHA

Partial Claim Deed of Trust

This Partial Claim Deed of Trust referred to as SUBORDINATE DEED OF TRUST ("Security Instrument") made on this 31st day of August, 2021.

Trustee is Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with jurisdiction over the property described below, or a designee of that official ("Trustee"); The Secretary of Housing and Urban Development whose address is 451 Seventh Street, SW Washington, DC 20410, ("Lender"); and

The Trustor is VATCHIA GHAZARIAN, AS HIS SEPARATE PROPERTY ("Borrower")

Premises herein are or will be improved by a one or two family dwelling

Subject Property: 331 E MAGNOLIA AVE, BURLINGTON, WA 98233-1124

Recorded Date of Security Instrument: 25th day of February, 2019

Document: 201902250092

County: SKAGIT

Original Principal Sum: \$301,256.00

Partial Claim Amount: \$8,672.23

APN: 4076-081-003-0008, P71868

Abbreviated Legal Description: Block 81, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY", Washington

Full legal description on page 6 of document.

FHA Case No #: 5662702055703

Partial Claim Deed of Trust

This Partial Claim Deed of Trust referred to as SUBORDINATE DEED OF TRUST ("Security Instrument") is given on 31st day of August, 2021

The Trustor is VATCHIA GHAZARIAN, AS HIS SEPARATE PROPERTY ("Borrower")

Whose address is 331 E MAGNOLIA AVE, BURLINGTON, WA 98233-1124

Trustee is Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with jurisdiction over the property described below, or a designee of that official; ("Trustee"); This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Eight Thousand Six Hundred Seventy Two Dollars and Twenty Three Cents (U.S. \$8,672.23). 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 1st day of March, 2049. 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, Borrower does 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 331 E MAGNOLIA AVE, BURLINGTON, WA 98233-1124; ("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 or 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.**

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 of Deed of Trust unless Applicable Law provides otherwise). 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. 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 Subordinate 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 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.

VATCHIA GHAZARIAN

Printed Name

NA

Printed Name

NA

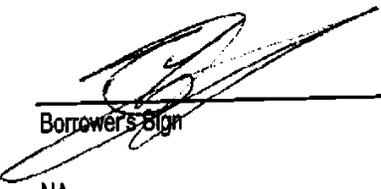
Printed Name

NA

Witness* Name

NA

Witness** Name



Borrower's Sign

NA

Borrower's Sign

NA

Borrower's Sign

NA

Witness* Sign

NA

Witness** Sign

*Witness (individual in addition to notary) required if property located in the state of Georgia

**Witness and 2nd witness required if property located in the state of South Carolina, Connecticut and Florida
(2nd witness can also be notary)

** Witness and 2nd witness required if property located in the state of Louisiana and Virgin Islands
(2nd witness cannot be notary)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

BORROWER(s):
ACKNOWLEDGMENT

State of Washington
County of Snohomish

On September 13, 2021 before me, Robert S. Dillard
(Date) (Name of Notary)

personally appeared VATCHIA GHAZARIAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

07-01-2024
Notary Commission Expiration Date

Notary Public
State of Washington
Robert S Dillard
Commission No. 185589
Commission Expires 07-01-24

Exhibit A

PARCEL "A":

Lots 1, 2 and 3, Block 81, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 32 with the Westerly right of way line of the Great Northern Railway Company right of way;
thence West along the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 95 feet to the true point of beginning;
thence North 90 feet;
thence East 75 feet, more or less, to the Westerly line of the Great Northern Railway Company right of way;
thence Northwesterly along said Westerly right of way line, a distance of 10 feet, more or less, to an intersection with an existing fence;
thence Westerly along said existing fence, to a point of intersection with the Northerly extension of the West line of Lot 3, Block 81, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington;
thence Southerly, along the Northerly extension of the West line of said Lot 3, to the South line of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence East along said South line to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.