
(Space above reserved for the county recorder)

Document Title: Subordinate Deed of Trust

Document Date: January 1, 2022

Grantors: Gregory Bauer

Grantor Address: 7528 2ND ST, CONCRETE WA, 98237

Grantees: Chicago Title Insurance Company

Grantees: Secretary of Housing and Urban Development

Grantee Address: 451 Seventh Street, SW, Washington, D.C. 20410

Property Address: 7528 2ND ST, CONCRETE WA, 98237

Legal Description: North 20, Northwest Quarter of Southeast Quarter of Section 9, Township 35 North, Range 8 East, Volume 35

APN: 350809-4-006-0008

Return To:

Mortgage Connect, LP

600 Clubhouse Drive

Moon Twp, PA 15108

Prepared By:

Sierra Marsh

Mortgage Connect, LP

600 Clubhouse Drive

Moon Twp, PA 15108

Phone # 866-789-1814, ext 23195

Recording Requested By:
Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

After Recording Return To:
Freedom Mortgage Corporation C/O:
Mortgage Connect Document Solutions
6860 North Argonne Street, Unit A
Denver, CO 80249
APN/Tax ID: 350809-4-006-0008
Recording Number: 1985917

This document was prepared by: Freedom Mortgage Corporation, Michele Rice, 10500 Kincaid Drive, Suite 111, Fishers IN 46037-9764, (855) 690-5900

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NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE SECRETARY OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

VA Partial Claim Loan Number: 46-46-0-768764

Corrected: VA Partial Claim Loan No 46-46-0-0768764
Corrected: Primary VA Guaranteed Loan No 46-46-6-0768764

Primary VA Guaranteed Loan Number: 46-46-6-768764

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on 1st day of January, 2022.

The Mortgagor is **GREGORY P BAUER SINGLE MAN**
Whose address is 7528 2ND ST CONCRETE, WA 98237 ("Borrower").

This Security Instrument is given to the Secretary of Veterans Affairs, an Officer of the United States, its successors and assigns, whose address is Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760 W, Nashville, TN 37203 ("Lender"). Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of twenty thousand eight hundred thirty-one and 89/100 Dollars (U.S. 20,831.89). 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 January 1, 2052.

BORROWER MAY make prepayments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes.

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 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the

Partial Claim Program

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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, State of WASHINGTON which has the address of 7528 2ND ST CONCRETE, WA 98237, ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

Trustee: Chicago Title Insurance Company

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.

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 Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760 W, Nashville, TN 37203 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 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall 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 any other remedies permitted by applicable law. Lender to the extent permitted by applicable law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including without limitation 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 mail such notices to Borrower and to other persons 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 without limitation 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.

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 and 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 the Trustee herein and by applicable law.

10. **USE OF PROPERTY.** The Property is not used principally for agriculture purposes.

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



**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 contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**Sign here to execute
Subordinate Security
Instrument**

[Handwritten Signature]

Gregory P Bauer
(Must be signed exactly as printed)

2 1 1 22
Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Washington
COUNTY OF Skagit

On the 1st day of February in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory P Bauer, personally known to me (or 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 or entity upon behalf of which the person or entity acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature)

Notary Public: Andrea R Fichter (Printed Name)

My commission expires: 12/03/23
(Please ensure seal does not overlap any language or print)

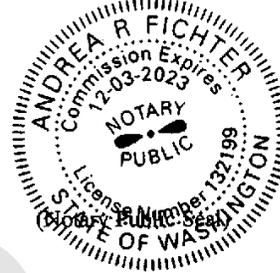


EXHIBIT A

The following described real estate, situate in the County of Skagit, State of Washington:

The North 20 rods of the Northwest Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 8 East of the Willamette Meridian;

Except the East 267 feet thereof;

And Except any portion thereof lying within the boundaries of property conveyed to Charles A. Cole by deed recorded in Volume 35 of Deeds, Pages 381 records of Skagit County, Washington;

And Except that portion described as follows:

Beginning at the intersection of the West line of said Northwest Quarter of the Southeast Quarter with the North line of W.J. Challenger Road;
Thence North 00°24'25" West along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 400.00 feet (said point being 134.64 feet South 00' 24'25" East from the Northwest corner of said Northwest Quarter of the Southeast Quarter);
Thence East for a distance of 200 feet;
Thence South parallel with the West line of said Northwest Quarter of the Southeast Quarter, a distance of 100 feet, more or less, to the North line of the South 30 acres of the Northwest Quarter of the Southeast Quarter;
Thence West along the North line of the South 30 acres of the Northwest Quarter of the Southeast Quarter, a distance of 200 feet, more or less, to the West line of the Northwest Quarter of the Southeast Quarter;
Thence North 00°24'25" West along the West line of the Northwest Quarter of the Southeast Quarter a distance of 100 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington.

Being the same property as conveyed from Carol Ann Pederson, an unmarried woman to Gregory P. Bauer, a single man as set forth in Deed Instrument #201405230122 dated 05/22/2014, recorded 05/23/2014, Skagit County, WASHINGTON.

