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08/31/2023 01:40 PM Pages: 1 of 8 Fees: \$211.50
Skagit County Auditor, WA

Recording Requested By/Return To:
LOANDEPOT.COM LLC
5465 LEGACY DRIVE #400
PLANO, TX 75024

PARTIAL CLAIM DEED OF TRUST

Loan Number 5001712131

Grantor(s): RICHARD HENRY AND JACQUELINE HENRY, HUSBAND AND WIFE

Grantee(s): Secretary of Veterans Affairs, an Officer of the United States

Grantee's Address: Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760W, Nashville, TN 37203

Trustee: WFG NATIONAL TITLE INSURANCE COMPANY

**Abbreviated Legal Description:
LOT 78, HIGHLAND GREENS DIV. 1, PH. B.**

A full Legal Description is located on page 2 of the PARTIAL CLAIM DEED OF TRUST.

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED:
SKAGIT COUNTY MARCH 18, 2020 INSTRUMENT NO. 202003180094 RE-RECORDED APRIL 2,
2020 INSTRUMENT NO. 202004020015**

Assessor's Property Tax Parcel Account Number(s): P134287

Version 10_14_2022_16_49_13



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LOANDEPOT.COM LLC
5465 LEGACY DRIVE #400
PLANO, TX 75024

This Instrument Prepared By:
LOANDEPOT.COM LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CA 92610

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

PARTIAL CLAIM DEED OF TRUST

VA Partial Claim Loan No. 46-46-0-0962624
Primary VA Guaranteed Loan No. 46-46-6-0962624

Property Address: 3240 LOCH NESS LOOP, MOUNT VERNON, WASHINGTON 98273

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on the date of execution. The Trustor is RICHARD HENRY AND JACQUELINE HENRY, HUSBAND AND WIFE, whose address is 3240 LOCH NESS LOOP, MOUNT VERNON, WASHINGTON 98273 ("Borrower"). This Security Instrument is given to the Secretary of Veterans Affairs, an Officer of the United States, and whose address is Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760W, Nashville, TN 37203 ("Lender"). Lender is the Beneficiary under this Security Instrument. Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of FIFTY-ONE THOUSAND EIGHT HUNDRED FORTY AND 68/100THS Dollars (U.S. \$51,840.68). The Trustee under this Security Instrument is WFG NATIONAL TITLE INSURANCE COMPANY ("Trustee"), whose address is 2711 MIDDLEBURG DRIVE, SUITE 312 COLUMBIA, SC 29204.

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Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.

THIS DEBT is evidenced by Borrower's Note, dated the same date as this Security Instrument ("Note"), which provides that the repayment of the full principal sum is required immediately upon: (1) the transfer of title to the Property secured by the Security Instrument; (2) the refinancing or payment in full otherwise, of all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments guaranteed by the Secretary, with which the Note and this Subordinate Mortgage are associated; or (3) if not paid earlier, on NOVEMBER 01, 2052.

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



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LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF SKAGIT, CITY OF MOUNT VERNON AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 78, PLAT OF "HIGHLAND GREENS, DIVISION 1, PHASE B, A PLANNED UNIT DEVELOPMENT" AS PER PLAT RECORDED JUNE 21, 2018 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201806210062, RECORDS OF SKAGIT COUNTY, WASHINGTON. PARCEL ID: P134287

Tax Parcel No.:
P134287

which has the address of 3240 LOCH NESS LOOP, MOUNT VERNON, WASHINGTON 98273 ("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 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 and 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



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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 760W, 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.

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Lender shall give notice to Borrower prior to acceleration, as required by applicable law, following Borrower's breach of any covenant or agreement in this Security Instrument. Following any notice required by applicable law, Lender at its option may, as permitted by applicable law, 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 Paragraph 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 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.

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



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

10. 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 on appeal.



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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.

R. H. Henry
Borrower - RICHARD HENRY Date: 10/28/22

J. Henry
Borrower - JACQUELINE HENRY Date: 10/28/22

State of WASHINGTON)
County of Skagit)
Enter County Here)

On this day personally appeared before me RICHARD HENRY and JACQUELINE HENRY 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 28th day of October, 2022.

Denene Marie Robbins
Notary Public Signature

(Seal, if any)

My Commission expires: 07/01/2025

[] This notarial act involved the use of communication technology.

