

**Recording Requested By:**  
Freedom Mortgage Corporation  
951 Yamato Road  
Boca Raton, FL 33431

**After Recording Return To:**  
Freedom Mortgage Corporation C/O:  
Mortgage Connect, LP  
Attn: Loan Mod Processing Team  
600 Clubhouse Drive  
Moon Township, PA 15108  
APN/Tax ID: P71504  
Recording Number: 3153084

This document was prepared by: Freedom Mortgage Corporation, 11988 Exit 5 Pkwy Bldg 4,  
Fishers, IN 46037-7939, 855-690-5900

Lots 19 and 20 Block: 31 Amended Plat of Burlington

**LENDER: THE UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE**

\_\_\_\_\_  
**Space Above This Line For Recording Data**\_\_\_\_\_

RHS Case No. 000-0983377-742

### **SUBORDINATE DEED OF TRUST**

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on  
December 4, 2024.

The Mortgagor is **ROBERT M SHAW AND BEVERLEY A. SHAW, A MARRIED COUPLE**

Whose address is 1035 E VICTORIA AVE BURLINGTON, WA 98233 ("Borrower").

**Trustee:** First American Title Insurance Company

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This Security Instrument is given to The United States of America, acting through the Rural Housing Service, its successors and assigns, whose address is 4300 Goodfellow Blvd. Building 105E, FC 225, St. Louis, MO 63120-1703 ("Lender"). Borrower owes Lender the principal sum of eight thousand three hundred fifty-nine and 80/100 Dollars (U.S. \$3,359.80). 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 February 1, 2048.

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 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 1035 E VICTORIA AVE BURLINGTON, WA 98233, ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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

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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: USDA, Rural Development 4300 Goodfellow Blvd. Building 105E, FC 225, St. Louis, MO 63120-1703 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

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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.

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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.**

Signature Date (MM/DD/YYYY) 12/23/2024

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**EXHIBIT A**

Real property in the City of Burlington, County of Skagit, State of Washington, described as follows:

Lots 19 and 20, Block 31, "Amended plat of Burlington, according to the plat thereof, recorded in Volume 3 of plats, Page 17, Records of Skagit County, Washington.

Being the same property as conveyed from Mark VanDerMeulen and Jennifer VanDerMeulen, a married couple to Robert M. Shaw and Beverley A. Shaw, a married couple as set forth in Deed Instrument #201609010132 dated 08/22/2016, recorded 09/01/2016, Skagit County, WASHINGTON.

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