

When recorded mail to:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

County: **SKAGIT**

[Space Above This Line for Recording Data]

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document **must** be filled in)

PARTIAL CLAIM MORTGAGE

Reference Numbers(s) of related documents: **INSTRUMENT NO. 202402160009**

Additional reference #'s on page NA of document

Grantor(s)/Borrower(s): **PHILLIP C. MITCHELL JR, CHERYL MITCHELL**

Additional Grantors on page 2 of document

Lender/Grantee(s): **Department of Housing and Urban Development**

Additional names on page 2 of document

Trustee(s): **FIDELITY NATIONAL TITLE INSURANCE COMPANY**

Legal Description (abbreviated: i.e. log, block, plat or section, township, range)

TR 2 SHORT PLAT PL00-0427 17-35-7 PTN NE SE ,COUNTY OF SKAGIT, STATE OF WA

Complete legal description on page 7

Assessor's Property Tax Parcel/Account Number
P100284

☐ Assessor Tax # not yet assigned
Additional parcel #'s on page **2**

The Auditor/Recorder will rely on the information provided on the form. The responsibility for the accuracy of the indexing information is that of the document preparer. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SMJHD



8114065591

This Document Prepared By:

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Tax/Parcel #: P100284

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FHA Case No.: 566-3928073-703

Loan No: 8114065591

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **AUGUST 25, 2025**. The mortgagor is **PHILLIP C. MITCHELL, JR. AND CHERYL MITCHELL, HUSBAND AND WIFE** ("Borrower"), whose address is **37835 CAPE HORN ROAD, SEDRO WOOLLEY, WA 98284**. This Security Instrument is given to 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 **FIFTEEN THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS AND 50 CENTS (U.S. \$15,479.50)**. 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 **MARCH 1, 2054**.

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 power of sale, the following described property located in the County of **SKAGIT**, State of **WASHINGTON**:

which has the address of, **37835 CAPE HORN ROAD, SEDRO WOOLLEY, WASHINGTON 98284** (herein "Property Address");

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



Tax Parcel No. **P100284**

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 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 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 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. The notice shall further inform Borrower of the right to reinstate after acceleration and 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. 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 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 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 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.

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

Phillip C. Mitchell Jr
Borrower: **PHILLIP C. MITCHELL JR**

8/28/25
Date

Cheryl Mitchell
Borrower: **CHERYL MITCHELL**

8/28/25
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **WASHINGTON**

County of Snohomish

I certify that I know or have satisfactory evidence that **PHILLIP C. MITCHELL JR, CHERYL MITCHELL**, is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

_____ This notarial act involved the use of communication technology

Dated: 08/28/2025

Jessica D Mangale
Signature of Notary Public

Notary Public Printed Name: Jessica D. Massingale

My commission expires: 08/13/2029

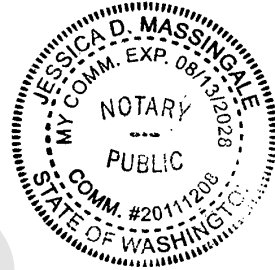


EXHIBIT A

**BORROWER(S): PHILLIP C. MITCHELL, JR. AND CHERYL MITCHELL,
HUSBAND AND WIFE**

LOAN NUMBER: 8114065591

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF SEDRO WOOLLEY, COUNTY OF SKAGIT, STATE OF WASHINGTON, and described as follows:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF THE NORTH 704 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M.:

THAT PORTION OF THE SOUTH 416 FEET OF THE NORTH 832 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, LYING EASTERLY OF THE CENTERLINE OF A 10 FOOT ROAD AS HEREINAFTER DESCRIBED; EXCEPT THE EAST 450 FEET OF SAID TRACT; ALSO, THAT PORTION OF THE SOUTH 162 FEET OF THE NORTH 994 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, LYING EASTERLY OF THE CENTERLINE OF A 10 FOOT ROAD AS HEREINAFTER DESCRIBED ; EXCEPT THE EAST 575 FEET THEREOF ; ALSO EXCEPT FROM ALL OF THE ABOVE THAT PORTION THEREOF CONVEYED TO EVERT J. SCHULZE BY DEED RECORDED SEPTEMBER 27, 1978 AS AUDITOR'S FILE NO. 888368.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES OVER A 10 FOOT STRIP IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND IN GOVERNMENT LOT 1 IN SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M., BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE THEREOF 322 FEET; THENCE EAST 445 FEET TO A POINT HEREINAFTER DESIGNATED AS "POINT X" AND THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 THAT IS 422 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH, PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 1, TO THE NORTH LINE OF THE COUNTY ROAD

RUNNING THROUGH SAID GOVERNMENT LOT 1 AND THE SOUTHERN TERMINUS OF SAID CENTERLINE; THENCE BEGINNING AGAIN AT SAID "POINT X" AND RUNNING NORTH TO A POINT THAT IS 510 FEET EAST AND 12 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHERN TERMINUS OF SAID CENTERLINE.

Tax/Parcel No. P100284

ALSO KNOWN AS: 37835 CAPE HORN ROAD, SEDRO WOOLLEY,
WASHINGTON 98284