

Return to: HOMESTREET BANK
ATTENTION: LOSS MITIGATION
601 UNION STREET, SUITE 2000
SEATTLE, WA 98101

Loan No: 472255 Data ID: 704
Borrower: NICKOLAS J ELLSON

FHA Case No.
566-0052183 703

PARTIAL CLAIM DEED OF TRUST

MIN: 100047200004722558
MERS Phone: 1-888-679-6377

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on September 3, 2014. The Mortgagor is NICKOLAS J ELLSON, AN UNMARRIED INDIVIDUAL, whose address is 1671 METZGER ROAD, CARSON, WASHINGTON 98610 ("Borrower"). 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") with Mortgage Electronic Registration Systems, Inc., organized and existing under the laws of Delaware, with an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS ("MERS") acting solely as a nominee for Lender and Lender's successors and assigns. **FOR PURPOSES OF RECORDING THIS SECURITY INSTRUMENT, MERS IS THE MORTGAGEE OF RECORD.** Borrower owes Lender the principal sum of SEVENTEEN THOUSAND THREE HUNDRED EIGHTY-NINE and 57/100 Dollars (U.S. \$17,389.57). 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 September 1, 2044.

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 Trustee, in trust, with power of sale the following described property located in the County of SKAMANIA, Washington;

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE COAIS SHORT PLAT, RECORDED MAY 28, 1981 IN BOOK 3 OF SHORT PLATS, PAGE 7, AUDITOR FILE NO. 94296, RECORDS OF SKAMANIA COUNTY, WASHINGTON, SUBJECT TO COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS, IF ANY, AFFECTING TITLE, WICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY

Property Tax Parcel Number: 03081730140500



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which has the address of 1671 METZGER ROAD,

CARSON, WASHINGTON
[City]

[Street]

98610
[Zip Code]

("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 also shall 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 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.

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.

WASHINGTON FHA PARTIAL CLAIM SECURITY INSTRUMENT

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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 (but not prior to acceleration 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 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, 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 Paragraph 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 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 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.

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.

WASHINGTON FHA PARTIAL CLAIM SECURITY INSTRUMENT

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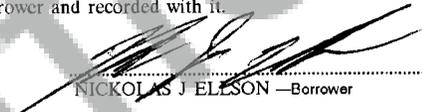
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- 8. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty 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 Trustee herein and by Applicable Law.
- 10. **Use of Property.** The Property is not used principally for agricultural 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 executed by Borrower and recorded with it.


(Seal)
 NICKOLAS J. ELSON —Borrower

UNOFFICIAL COPY



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[Space Below This Line For Acknowledgment]

State of WASHINGTON §
County of SKAMANIA §

On this day personally appeared before me NICKOLAS J ELLSON to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of SEPT, 2014

[Seal]

LISA M AUSTIN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 15, 2015

LISA M AUSTIN
Notary Public in and for the State of WA
residing at STEVENSON
LISA M AUSTIN
(Printed Name)

My commission expires: FEB 15 2015

Unofficial Copy



D. LEGAL DESCRIPTION:

The land referred to in this policy is situated in the **STATE OF WASHINGTON, COUNTY OF SKAMANIA, CITY OF CARSON**, and described as follows:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 2 OF THE COATES SHORT PLAT, RECORDED MAY 28, 1981 IN BOOK 3 OF SHORT PLATS, PAGE 7, AUDITOR FILE NO. 94296, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

Unofficial Copy

Loan No. 472255
Borrower: NICKOLAS J ELLSON

Data ID: 704

WASHINGTON ORAL AGREEMENT DISCLOSURE

NICKOLAS J ELLSON ("Borrower") is obtaining a mortgage loan modification on property located at 1671 METZGER ROAD, CARSON, WASHINGTON 98610 ("Property"). Lender is required to provide Borrower with this Washington Oral Agreement Disclosure.

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 acknowledges receipt of this Washington Oral Agreement Disclosure.

Date: 9/13/14



NICKOLAS J ELLSON —Borrower

Unofficial Copy



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