

**AFTER RECORDING MAIL TO:**

**Company Name:** RUTH RUHL, P.C.  
**Contact Name:** Recording Department  
**Address:** 12700 Park Central Drive, Suite 850  
**City/State:** Dallas, Texas 75251

**LOAN #:** 0052394426

**DOCUMENT TITLE:** Subordinate Mortgage

**REFERENCE NUMBERS OF RELATED DOCUMENTS:**

**Book/Liber:** **Page:** **Instrument No.:** 2014000164

**BETWEEN**

**GRANTOR(S):**

1. Mario Melendez
2. Teresea Melendez
- 3.
- 4.

**AND**

**GRANTEE:** Secretary of Housing and Urban Development

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

SECTION 30, TOWNSHIP 2 NORTH, RANGE 10 EAST OF THE WILLAMETTE  
MERIDIAN

**Assessor's Property Tax Parcel/Account Number(s):** 02053000180000

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

\_\_\_\_\_[Space above this line for Recording Data]\_\_\_\_\_

Please record/return to:

Cenlar FSB

425 Phillips Blvd., Ewing, N.J. 08618

Prepared by: Kyle Davis

FHA # 566-1194303/729

Loan # 0052394426

## **SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **August 26<sup>th</sup>, 2015**. The Mortgagor is **Mario Melendez and Teresea Melendez, Husband and Wife** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is:

**OFFICE OF THE HOUSING FHA-COMPTROLLER, DIRECTOR OF MORTGAGE  
INSURANCE ACCOUNTING & SERVICING  
451 7TH ST SW WASHINGTON, DC 20410.**

Borrower owes Lender the principal sum of:

**One Hundred Nine Thousand Five Hundred Forty Seven Dollars and 44/100 (\$109,547.44).**

This debt is evidenced by Borrower's Note dated the same date as this ("Security Instrument"), which provides for the full debt, if not paid earlier, due and payable on **October 1, 2045**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, all renewals, extensions, and Modifications of the Note; (b) the payment of all other sums, with interest, 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 Agreement and the Note. This references the original Mortgage in the amount of **\$368,589.00** given to **Mortgage Electronic Registration Systems, Inc. ("MERS")** as **Nominee for Real Estate Mortgage Network, Inc., its successors and assigns** dated **January 24, 2014**, and recorded on **January 29, 2014** as Document No. **2014000164**, in the Office of the **Skamania County Auditor, Washington**, and assigned from **MERS to HomeBridge Financial Services Inc.** by Assignment dated **November 07, 2014** and recorded on **November 12, 2014** as Document No. **2014001942**. 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: **Skamania State of: Washington**.

**See Exhibit "A" Attached Hereto and Made a Part Hereof.**

Which has the address of: **201 Robson Road, Washougal, Washington 98671**

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 or 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 Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410, 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.** If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 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.

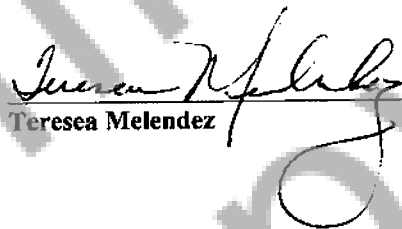
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

 (Seal)  
Mario Melendez -Borrower

 (Seal)  
Teresea Melendez -Borrower

\_\_\_\_\_[Space Below This Line for Acknowledgement]\_\_\_\_\_

Loan Modification  
Mario Melendez  
Teresea Melendez  
Loan #0052394426

Utah  
STATE OF WASHINGTON

COUNTY OF Davis SS:

On this day personally appeared before me, **Mario Melendez and Teresea Melendez, Husband and Wife**, to me known (or having produced satisfactory evidence) to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 8th day of September, 2015.

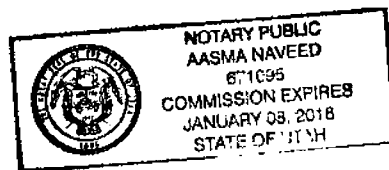
Aasma Naveed  
Notary Public

Printed Name: Aasma Naveed

My Commission Expires:

01/08/2018

SEAL/STAMP



ORDER NO: 150051223

REFERENCE NO: 0052394426

**EXHIBIT A**

A TRACT OF LAND LOCATED IN A PORTION IN THE OF LAND IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS

LOT 1, OF THE BALDWIN SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 426, IN SKAMANIA COUNTY RECORDS.

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THE ABOVE LEGAL DESCRIPTION SHOWN IN THIS PROPERTY REPORT WAS OBTAINED FROM THE LEGAL DESCRIPTION OF THE DEED OF TRUST OR MORTGAGE REFLECTED IN THIS REPORT.