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Skagit County Auditor

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CE 22687

Mortgage

P84481

Shelter Bay Div 3 Lt 484

THIS INDENTURE, Made on this date of 09/12/2001
between

Catherine S. Cartmill and Edward F. Cartmill

as wife and husband

Mortgagor(s) and General Mills Federal Credit Union, a Federally Chartered Credit Union, Mortgagee

WITNESSETH, That the said mortgagor(s), in consideration of the sum of 35,000.00 paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said Mortgagee, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Skagit and with the following legal description and property address, to-wit:

Lot No. 484, Survey of Shelter Bay Division No. 3 as recorded March
17, 1970 in Official Records of Skagit County, Washington under

The Property Address is:

484 Wanapum Drive

Auditor's Filing No. 737014.

LaConner WA 98257

TO HAVE AND TO HOLD THE SAME, Together with the hereditaments and appurtenances thereto belonging to the said mortgagee, its successors and assigns, forever. And the said mortgagor (s), for their heirs, administrators, executors and assigns, do covenant with the said mortgagee, its successors and assigns, as follows: That they lawfully seized of said premises and have good right to sell and convey the same; that the same are free from all incumbrances, that the mortgagee, its successors and assigns, shall quietly enjoy and possess the same; and that the mortgagor(s) will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED NEVERTHELESS, That if the said mortgagor(s), their heirs, administrators, executors or assigns shall pay to the said mortgagee, its successors or assigns, the sum of \$ 35,000.00 according to the terms of certain principal promissory note of even date herewith due and payable, 09/20/2016 With an interest thereon at the rate of 8.500 per cent per annum, executed by the said mortgagor, and payable to said mortgagee, at its office at 10400 Wayzata Boulevard, Minnetonka, MN 55305 and shall repay to said mortgagee, its successors or assigns, at the times and with interest as hereinafter specified, all sums advanced in protecting the lein of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this deed shall be null and void, and to be released at the mortgagor's expense.

WHEN RECORDED RETURN TO
C.T. TITLE SERVICES, INC.
500 MAIN STREET SUITE 120
NEW BRIGHTON, MN 55112

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AND THE MORTGAGORS, for their heirs, administrators and executors, do hereby covenant and agree with the mortgagee, its successors and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises; insured by companies; approved by the mortgagee against loss by fire for at least the sum of \$ 180,000.00 and against loss by windstorm for at least the sum of \$ 180,000.00 and to deliver to said mortgagee the policies for such insurance with mortgage clause attached in favor of said mortgagee or its assigns; to pay, when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with any third party for the protection of the lien or this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee, its successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor(s), their heirs or assigns, to said mortgagee, its successors or assigns, and this mortgagee shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor(s) confer upon the mortgagee the option of declaring the unpaid balance of said principal note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorize and empower said mortgagee, its successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor herein agrees to pay.

IN TESTIMONY WHEREOF, The said Mortgagor(s) have hereunto set their hands the day and year first above written.

Witness

Catherine S. Cartmill
Catherine S. Cartmill

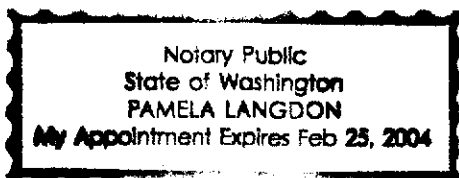
Witness

Edward F. Cartmill
Edward F. Cartmill

COUNTY OF Skagit
STATE OF Washington } ss.

The foregoing instrument was acknowledged before me this 14th day of September, 2001 personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

Notarial Stamp or Seal (or other Title or Rank):



Catherine S. Cartmill and Edward F. Cartmill
as wife and husband

Name(s) of person(s) acknowledged

Pamela Langdon
Signature of person taking acknowledgement

Notary Public
Title or Rank (i.e. Notary Public)

My Commission Expires: 2-25-2004

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This instrument was drafted by General Mills Federal Credit Union, 10500 Wayzata Boulevard



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