



200303270002

Skagit County Auditor

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This instrument was prepared by and
after recordation should be returned to:

Thrivent Financial for Lutherans
4321 North Ballard Road
Appleton, WI 54919
Attn: Real Estate Law

LAND TITLE COMPANY OF SKAGIT COUNTY

105281

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

MORTGAGOR:

ANACORTES LUTHERAN CHURCH,
a Washington non-profit corporation

MORTGAGEE:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

LEGAL DESCRIPTION:

**Lots 7-17, Block 1, Hensler's 2nd Addition to
Anacortes**

TAX PARCEL NUMBER:

**3795-001-008-0003 (Property I.D. No.: P57379)
(Affects Lots 7 and 8)
3795-001-014-0005 (Property I.D. No.: P57380)
(Affects Lots 9 through 14)
3795-001-017-0002 (Property I.D. No.: P57381)
(Affects Lots 15 through 17)**

MORTGAGE

This Mortgage, made this 26 day of March, 2003, by and between **ANACORTES LUTHERAN CHURCH**, a Washington non-profit corporation, (hereinafter called the "Mortgagor") and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin Corporation (hereinafter called the "Mortgagee"), Witnesseth:

Mortgagor, for and in consideration of the sum of Two Hundred Thirty-Six Thousand Seven Hundred and No/100 Dollars (\$236,700.00) to it in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, mortgage and warrant unto the Mortgagee, its successors and assigns forever, the following described real estate in Skagit County, Washington, to wit:

Lots 7 to 17, inclusive, Block 1, "HENSLER'S SECOND ADDITION TO ANACORTES," as per plat recorded in Volume 3 of Plats, page 55, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Together with the buildings, edifices, structures and improvements now or hereafter located or placed upon any of the real estate hereinabove described, with the tenements, hereditaments and appurtenances thereunto appertaining and belonging, and all of the rents, issues and profits which shall arise or be had therefrom.

To have and to hold the same to the Mortgagee, its successors and assigns, forever.

And the said Mortgagor, covenants that it has good right to sell and convey said premises and that they are free from incumbrances, and hereby warrants the title thereto against all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor, its successors or assigns, shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the sum of Two Hundred Thirty-Six Thousand Seven Hundred and No/100 Dollars (\$236,700.00) as follows, to wit:

One Thousand Five Hundred Ninety-Five and No/100 Dollars (\$1,595.00) on the 15th day of May, 2003 ("Commencement Date"), and One Thousand Five Hundred Ninety-Five and No/100 Dollars (\$1,595.00) on the 15th day of each month

THE NOTE, WHICH CONTAINS PROVISIONS FOR A CHANGE IN RATE OF INTEREST, IS INCORPORATED HEREIN BY REFERENCE.

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Washington Mortgage
March 20, 2003



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thereafter until said note is fully paid and with a final payment of principal and interest, if not sooner paid, due on the 15th day of April, 2023. All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

with interest at the annual rate set forth in the Note, bearing even date herewith, executed by the said Mortgagor and shall otherwise keep and perform the several covenants and conditions herein prescribed by the Mortgagor to be kept and performed, at the times and in the manner herein provided, then and in that event these presents shall be null and void.

AND THE SAID Mortgagor will so long as this mortgage shall be unsatisfied, keep the building or buildings now standing or which shall hereafter be erected on the above described premises insured against loss or damage by fire, with extended coverage with an A, A+, or A- rated company that has a financial size of VII or better as shown in a current Best's Key Rating Guide (or comparable guide book acceptable to Mortgagee if Best's should become unavailable), to the amount of at least Two Hundred Thirty-Six Thousand Seven Hundred and No/100 Dollars (\$236,700.00), (and if the policies of such insurance shall contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount to comply with such co-insurance condition), with loss, if any, payable to the Mortgagee, its successors or assigns, as its interests may appear; and will deposit the said policy or policies of such insurance and will keep the same deposited to and with said Mortgagee, its successors and assigns.

And the said Mortgagor further covenants and agrees:

1. To pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured.
2. To keep the buildings, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof, or permit or commit waste thereon.
3. To pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.
4. Not to, without the written consent of the holder of the note secured hereby, directly or indirectly, create or incur any indebtedness for borrowed money except for the indebtedness secured by this mortgage and any short term unsecured borrowings maturing within one year not to exceed ten percent (10%) of the original loan provided that total debt does not exceed \$3,500.00 per confirmed, communing, contributing member.
5. That in case the Mortgagor fails to pay any tax, assessment, or special assessment, or fails to keep the buildings and fixtures on said premises in good repair and insured as above



provided, the Mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any services connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys paid out by the Mortgagee to protect the lien of this mortgage and the security intended to be effected hereby shall be immediately due and payable with interest thereon at the annual rate set forth in the Note, and become so much additional indebtedness secured by this mortgage, and the Mortgagor agrees to pay all sums so advanced with interest; provided, however, that it shall not be obligatory upon the Mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the Mortgagor to be kept and performed, then, and in any such case, the Mortgagee may, by written notice to the Mortgagor, declare the then outstanding principal of the note to be forthwith due and payable, and upon such declaration the principal, together with interest accrued thereon, and the entire debt remaining secured by this mortgage, shall become and be due and payable forthwith at the place of payment specified in the note, anything in this mortgage or in the note to the contrary notwithstanding; and the Mortgagee may thereupon proceed to protect and enforce its rights hereunder and under the note by foreclosure proceedings as against all or any part of the Mortgaged Property, or by other suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this mortgage or in said note, or in aid of the exercise of any power granted in this mortgage or the note, or may proceed in any other manner to enforce the payment of the note and any other legal or equitable right of the Mortgagee and of the legal holder of the note.
7. In case it becomes necessary for the Mortgagee to commence proceedings to foreclose this mortgage, the Mortgagor further covenants and agrees to pay to the Mortgagee, in addition to the principal and interest due and unpaid on the note, all sums advanced by Mortgagee with interest thereon and all costs of such foreclosure proceedings as well as the reasonable fees of the Mortgagee's attorneys for foreclosure hereon, which costs and fees shall be included in the judgment of such foreclosure proceeding.
8. No remedy herein conferred upon or otherwise available to the Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to every other remedy given



hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

9. If Mortgagor ceases to be affiliated with the Evangelical Lutheran Church in America Synod, its successor, or another national Lutheran body recognized by Mortgagee as a body whose members may participate in the benefits of those organizations, then Mortgagee may declare the entire indebtedness to be immediately due and payable.

The Note, which is incorporated herein by reference, contains provisions for the adjustment in the interest rate and provides in part:

Mortgagee has the option, upon 90 days' prior written notice, to adjust the rate of interest effective at the end of the fifth, tenth, and fifteenth loan years to Mortgagees' then current rate for similar loans. A loan year is each twelve (12) month period starting one month prior to the Commencement Date.

In the event of such change in interest rate, the monthly installments of principal and interest will be adjusted so as to amortize the remaining principal balance over the term remaining.

***The remainder of this page is intentionally left blank.
Signatures are found on the following page.***



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