

Filed at the request of and return to:
Washington's Credit Union
Attn: Mortgage Dept.
P.O. Box 97000
Lynnwood, WA 98046-9700



200311030167

Skagit County Auditor

11/3/2003 Page 1 of 6 10:45AM

CHICAGO TITLE CO.

C29170 SM ✓

EQUITYLINE DEED OF TRUST

THIS DEED OF TRUST IS DATED October 28, 2003, BETWEEN YOU, **Charles M. Eberhart and Suellen C. Eberhart, husband and wife** as the Grantor, whose address is **725 Evans Drive, Sedro Woolley, Wa. 98284**; Washington's Credit Union, as Beneficiary (also known as "Lender"), whose address is P.O. Box 97000, Lynnwood, WA 98046-9700; and C U Services of Washington, Inc., as Trustee, whose address is 6920 220th St. SW Mountlake Terrace, WA 98043.

THIS DEED OF TRUST, INCLUDING THE SECURITY INTEREST AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE AGREEMENT AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

1. CONVEYANCE AND GRANT. For valuable consideration, Grantor grants, bargains, sells and conveys to Trustee in trust with power of sale, all Grantor's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in the following Real Property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with water, ditch or irrigation rights); and all other rights, royalties, and profits relating to the Real Property, including without limitation any right Grantor later acquires, all minerals, oil, gas, geothermal and similar rights, located in **Skagit County, State of Washington** (the "Real Property"):

Lot 27, CASCADE PARK ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 56, records of Skagit County, Washington.

SITUATE in the County of Skagit, State of Washington.

Tax Parcel # :4154-000-027-0005

The Real Property or its address is commonly known as **725 Evans Drive, Sedro Woolley, WA, 98284**. Grantor presently assigns to Lender all of Grantor's right, title, and interest in any Improvements to the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Personal Property defined herein.

2. DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

- a) Agreement. The word "Agreement" means the Equityline Line of Credit Agreement and Disclosure or the EquityLine VISA Agreement and Disclosure dated **October 28, 2003** in the maximum principal amount at one time of **Eight Thousand Dollars and 00/100. (\$8,000.00)** NOTICE TO GRANTOR: THE AGREEMENT MAY CONTAIN AN ADJUSTABLE INTEREST RATE.
- b) Beneficiary. The word "Beneficiary" means Washington's Credit Union, its successors or assigns, also referred to as "Lender" in this Deed of Trust.
- c) Deed of Trust. The words "Deed of Trust" means this Deed of Trust among Grantor, Lender, and Trustee, and include without limitation all assignment and security interest provisions relating to the Personal Property.
- d) Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust.
- e) Improvements. The word "Improvements" means and includes without limitation all existing and future Improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property.
- f) Indebtedness. The word "Indebtedness" means all principal and interest payable under the Agreement and any amounts advanced or expended by Lender to the Grantor or expenses incurred by Trustee or Lender to enforce or discharge obligations of Grantor under this Deed of Trust and any other amounts you owe the Beneficiary now or in the future, together with interest on such amounts as provided in this Deed of Trust unless securing such other amounts by this Deed of Trust would impair the Beneficiary's rights hereunder. This Deed of Trust secures a Line of Credit. The term "Line of Credit" means a revolving EquityLine Line of Credit or revolving EquityLine VISA which obligates lender to make advances to Grantor in the maximum

principal amount at any one time as set forth above so long as Grantor complies with the terms of the Agreement and until the Agreement is terminated or suspended. Funds may be advanced by Washington's Credit Union, repaid by Grantor, and subsequently readvanced by the Lender in accordance with the Agreement. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total Indebtedness.

g) Personal Property. The words "Personal Property" means all equipment, fixtures, and other articles of Personal Property owned by Grantor, now or hereafter attached or affixed to the Real Property together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such Property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

h) Property. The "Property" means collectively the Real Property and the Personal Property.

i) Real Property. The words "Real Property" mean the Property, interests and rights described above in the "Conveyance and Grant" section.

j) Related Documents. The words "Related Documents" mean and include without limitation all advance vouchers, charge slips, cash advance slips, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing executed in connection with Grantor's Indebtedness to Lender.

3. PAYMENT AND PERFORMANCE. Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations under the Agreement and this Deed of Trust.

4. POSSESSION AND MAINTENANCE OF THE PROPERTY.

a) Possession and Use. Unless and until Lender takes any action under paragraph 16, Grantor may possess and use the Property.

b) Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs and maintenance necessary to preserve its value.

c) Hazardous Substances. Grantor represents and warrants that the Property never will be, so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., and the Superfund Amendments and Reauthorization Act, applicable state laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Real Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this paragraph. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. Grantor agrees to indemnify the Lender harmless against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify shall survive the payments of the Indebtedness and the satisfaction of this Deed of Trust.

d) Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion thereof. Specifically, without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

e) Lender's Right To Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

f) Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interest in the Property are not jeopardized. Lender may require Grantor to post adequate security reasonably satisfactory to Lender, to protect Lender's interest.

g) Condominium. If this Deed of Trust is on a dwelling in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

h) Duty to Protest. In addition to the acts set forth above in this section, Grantor shall do all other acts, in addition to those acts set forth in this section, which from the character and use of the Property are reasonable necessary to protect and preserve the Property.

5. INDEMNITY. Grantor shall indemnify Lender and hold Lender harmless from any and all claims or liabilities arising out of or in connection with the Property or its use, provided that such claims or liabilities arise out of acts or omissions occurring subsequent to the date Grantor first holds title to the Property.

6. DUE ON SALE - CONSENT BY LENDER. Grantor shall not sell, assign, or transfer its interest in the Real Property or any interest or part thereof, without the Lender's prior written consent. If the Property or any interest therein is sold or otherwise transferred without the Lender's prior written consent, the entire debt ("indebtedness") shall become immediately due and payable without notice from us. In addition, we shall have the right to exercise any of the remedies for default permitted by this Deed of Trust. A sale, assignment, or transfer means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or by any other method or conveyance of Real Property interest.

7. LEASES PROHIBITED. Grantor may not lease or sublet the Property. Grantor represents and agrees that the Property will remain owner occupied.

8. TAXES AND LIENS.

a) Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments current but not yet due, and except as otherwise provided in this Deed of Trust. If Grantor objects in good faith to the validity or amount of any tax, assessment, or related lien, then Grantor, at its sole expense, may contest the validity and amount of the tax, assessment, or lien.

b) Evidence of Payment. Grantor shall upon demand furnish to Lender evidence of payments of the taxes or assessment and shall authorize the appropriate government official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.



9. PROPERTY DAMAGE INSURANCE.

- a) Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance and any applicable flood hazard insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount not less than the total unpaid balance on the Agreement, and with a standard mortgagee clause in favor of Lender naming it as loss payee. Policies shall be written in form, amounts, coverages and bases reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in a form satisfactory to Lender, including that coverages will not be canceled or diminished without at least ten (10) day prior written notice to Lender.
- b) Application of Proceeds. In the event that the Improvements are damaged or destroyed by casualty, Grantor shall promptly restore the Improvements and Lender shall make the insurance proceeds available to Grantor for restoration, subject to the following conditions: (a) Lender shall have reasonably determined that the Improvements can be restored to a good or better condition as the Improvements were in immediately prior to the casualty on account of which such proceeds were paid; (b) Lender shall have determined that such net proceeds, together with any funds paid by Grantor to Lender, shall be sufficient to complete the restoration; (c) No default and no event of failure which, with passage of time or the giving of notice, would constitute a default under this Deed of Trust shall have occurred; (d) At the time of such casualty, there are at least two (2) years to the maturity date of the Agreement; (e) Lender shall have approved the plans and specifications to be used in connection with the restoration, which approval shall not be unreasonably withheld, and shall have received written evidence, satisfactory to Lender, that such plans and specifications have been approved by all governmental and quasi-governmental authorities having jurisdiction and by all other persons or entities required to approve such plans and specifications; and (f) Lender may require that the funds be disbursed by it or by a disbursement agent appointed by it in a manner similar to that utilized for the disbursement of funds under a construction loan, including without limitation, requirements of certificates of architect as to percentage of completion and the furnishing of appropriate mechanics and materialmen's lien waivers, the furnishing of appropriate bonds and other items as reasonably required by Lender. Net proceeds in excess of the amount necessary to complete the restoration shall, at the option of Lender, be applied to the outstanding Indebtedness as a prepayment thereof.
- c) Unexpired Insurance At Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

10. EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf may, but shall not be required to pay all such expenses and at Lender's option, will (a) be payable on demand, and (b) be added to the balance of the Agreement and be apportioned among and be payable with any installment payments to become due during the remaining term of the Agreement. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

11. WARRANTY; DEFENSE OF TITLE.

- a) Title. Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of or in any title opinion given to, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power and authority to execute and deliver this Deed of Trust to Lender.
- b) Defense of Title. Subject to the exceptions in the paragraph above, if any, Grantor warrants and will forever defend the title to the Property against the lawful claims of all person. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at its expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.
- c) Compliance With Laws. Grantor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

12. CONDEMNATION.

- a) Application of Net Proceeds. If all or any part of the Property is condemned, Lender shall apply the net proceeds of the award in the manner and upon the terms and conditions set forth above relating to the application of insurance proceeds. The net proceeds or the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Grantor, Trustee, or Lender in connection with the condemnation.
- b) Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

13. SECURITY AGREEMENT; FINANCING STATEMENTS.

- a) Security Agreement. This instrument is also a security agreement on Personal Property and Lender shall have all of the rights of a secured party under the Uniform Commercial Code. In addition, this Deed of Trust secures is all amounts you owe the beneficiary now and in the future until this instrument has been reconveyed and the beneficiary's security interest has been removed to the extent the beneficiary's rights herein are unimpaired.
- b) Security Interest. Upon request by lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

14. FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances are a part of this Deed of Trust:

- a) Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to lender or to lender's designee, and when requested by Lender, cause to be filed,



recorded, re-filed, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, Deed of Trusts, security deeds, security agreements, financing statement, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Agreement, this Deed of Trust, and Related Documents, and (b) the liens and security interest created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

b) Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

15. FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust and the Agreement, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statement of termination of any financing statement on file evidencing Lender's security interest in the Personal Property. Any reconveyance fee required by law shall be paid by Grantor.

16. POSSIBLE CREDIT UNION ACTION. The Lender may take the following actions with respect to the Agreement under these circumstances:

a) Termination and Acceleration. The Lender may terminate the Agreement and require Grantor to pay the entire outstanding balance immediately, and charge Grantor certain fees if any of the following happen: (1) Grantor engages in any fraud or material misrepresentation in connection with the Agreement. (2) Grantor does not meet the repayment terms of the Agreement. (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral.

b) Suspension of Credit/Reduction of Credit Limit. Lender may refuse to make additional advances on the Line of Credit or reduce Grantor's credit limit immediately if: (1) Any of the circumstances listed in a) above occur. (2) The value of Grantor's dwelling securing your EquityLine account declines significantly below its appraised value for purposes of the Agreement. (3) Lender reasonably believes that Grantor will not be able to meet the repayment requirements of the Agreement due to a material change in Grantor's financial circumstances. (4) Grantor is in default under any material obligation under the Agreement or Deed of Trust. (5) The maximum annual percentage rate under the Agreement is reached. (6) Government action prevents Lender from imposing the annual percentage rate provided for or impairs Lender's security interest such that the value of the interest is less than 120 percent of the credit line. (7) Lender has been notified by a government agency that continued advances would constitute an unsafe and unsound practice.

c) Change in Terms. The Agreement permits Lender to make certain changes to the terms of the Agreement at specified time or upon the occurrence of specified events.

17. ACTION UPON TERMINATION. In the event the Agreement is terminated, Trustee or Lender, at its option, may not earlier than 30 days after Grantor has been given written notice of the termination, exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

a) Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale as set forth in R.C.W. Chapter 61.24 as amended and/or recodified, or Lender shall have the right to foreclose by judicial foreclosure.

b) UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

c) Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the income from the Property and apply the proceeds, over and above costs of the receivership, against the Indebtedness. The receiver may serve without bond. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

d) Other Remedies. Trustee or Lender shall have any other right of remedy provided in this Deed of Trust or the Agreement or by law.

e) Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

f) Sale of the Property. Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

18 WAIVER; ELECTION OF REMEDIES. A waiver by any part of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Agreement, in any Related Document, or provided by law shall not exclude pursuant of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

19. ATTORNEY'S FEES AND EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the rate set forth in the Agreement from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, court and Lender's attorney fees whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee. In the event of foreclosure of the Deed of Trust, Lender shall be entitled to recover from Grantor Lender's attorney's fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

20. POWER AND OBLIGATIONS OF TRUSTEE.



a) **Power of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

b) **Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

c) **Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the County where the Property is now located. The instrument shall contain the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded or Auditor's file number is located, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, powers, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provision for substitution.

21. NOTICES. Any notice under this Deed of Trust, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class or registered mail, postage prepaid, directed to the addresses shown herein. Notwithstanding the provisions set forth above, Grantor shall have an opportunity to remedy any such default within ten (10) days after notice from the holder hereof or as allowed by law. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as set forth herein. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

22. MISCELLANEOUS PROVISIONS.

a) **Amendments.** No alterations or amendments of the Deed of Trust shall be effective unless given in writing and signed by the party of parties sought to be charged or bound by the alteration or amendment.

b) **Applicable Law.** This Deed of Trust has been delivered to Lender and accepted by Lender in and shall be governed by the State of Washington.

c) **Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provision of this Deed of Trust.

d) **Entire Agreement.** This Deed of Trust together with any Related Documents, constitute the entire understanding and agreement of the parties and supersede any prior agreements between Borrower and Lender.

e) **Merger.** There shall be no merger of the interest or estate created by this Deed of trust with any other interest or estate in the property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

f) **Multiple Parties.** All obligations of Grantor under this Deed of trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust. It is not necessary for Lender to inquire into the powers of any of the parties or of the officers, directors partners, or agents acting or purporting to act on behalf of Grantor, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under and secured by this Deed of Trust.

g) **Additional Signers.** A Grantor who signs this Deed of Trust but does not execute the Agreement, (a) is signing this Deed of Trust only to grant and convey that Grantor's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement, without that Grantor's consent and without releasing that Grantor or modifying this Deed of Trust as to that Grantor's interest in the Property.

h) **Severability.** If any provision of this Deed of Trust is invalid or unenforceable as to any person or circumstance, such shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

i) **Successors and Assigns.** Notwithstanding the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors, and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

j) **Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.



EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS:

BY: Charles M. Eberhart
Charles M. Eberhart

BY: Suellen C. Eberhart
Suellen C. Eberhart

INDIVIDUAL ACKNOWLEDGMENT
STATE OF WASHINGTON)

County of KING)ss.
)

On the 28 day of OCTOBER, 2003, before me the undersigned Notary Public, personally appeared

CHARLE M. EBERHART & SUELLEN C. EBERHART

proved to me on the basis of satisfactory evidence to be the person(s) that executed the Deed of Trust and acknowledged the Deed of Trust to be his/her free and voluntary act, for the uses and purposes therein mentioned.

Witness my hand and official seal.

[Signature]
Notary's Signature
My Commission Expires: 8-19-06
Notary Public in and for the State of Washington, residing at
AUBURN



REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full.)

To: TRUSTEE

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, to cancel the Agreement secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Dated _____

Washington's Credit Union

By _____

Its _____

----- (Space Below This Line Reserved For Lender and Recorder) -----

