

Return to:  
**WASHINGTON FEDERAL SAVINGS**  
Mount Vernon  
PO Box 639  
Mount Vernon, WA 98273  
Attn: Al Collins



200404210089

Skagit County Auditor

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**ACCOMMODATION RECORDING ONLY  
FIRST AMERICAN TITLE CO.**

WILD

[Space Above This Line For Recording Data]

Loan Number 247890-7

**ADDITIONAL ADVANCE AGREEMENT**

THIS ADDITIONAL ADVANCE AGREEMENT made and entered on 04/15/04  
by and between DAVID F TOWNE AND KAREN N TOWNE, HUSBAND AND WIFE  
("Borrower"/Grantor),  
and Washington Federal Savings, a United States corporation ("Lender"/Beneficiary/Grantee).

**RECITALS:**

- A. On or about 09/19/01, Borrower, in connection with Loan number 247890-7, executed and delivered to Lender a Note (the "Original Note") in the original principal sum of FORTY FIVE THOUSAND AND NO/100S (\$45,000.00), providing for interest on the unpaid balance at the initial rate of SIX AND SEVEN EIGHTHS percent (6.875 %) per annum, and maturing on 10/01/16.
- B. On or about the same date, Borrower executed and delivered to Lender, as security for the payment of the Original Note, a Mortgage or Deed of Trust (the "Security Instrument"). The Security Instrument was recorded in the office of the County Recorder, County Auditor or County Clerk of SKAGIT County, State of WA, on 09/25/01 as Auditor's/Recorder's number 200109250018. The Security Instrument covers the following described real property (the "Property").

**SECTION 30, TOWNSHIP 34, RANGE 4; PTN SE - NW AKA LOT 1, PTN LOT 3  
SHORT PLAT 25-80**

**SEE THE 5TH PAGE OF THIS DOCUMENT FOR THE COMPLETE LEGAL DESCRIPTION  
ATTACHED AS EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN.**

Assessor's Property Tax Parcel/Account Number(s): 34043020070108 P29211

- C. Borrower is indebted to Lender under the obligation evidenced by the Original Note, and Lender is the owner and holder of the indebtedness evidenced by the Original Note.

Borrower's Initials DT  
KT

D. Borrower has requested and obtained approval from Lender for additional funds (the "Additional Advance") in the amount of

**THREE THOUSAND EIGHT HUNDRED AND NO/100S**

( **\$3,800.00** ) and has executed and delivered to Lender a Note (the "Additional Note") of even date, in the original principal amount of the Additional Advance, providing for interest on the unpaid balance at the rate of **FIVE AND ONE QUARTER** percent ( **5.250** % ) per annum, and maturing on **10/01/16** . Borrower acknowledges the Additional Advance as evidenced by the Additional Note is secured by the Security Instrument and is subject to the terms of all other instruments delivered to Lender in connection with the Original Note and Security Instrument, including particularly any Construction Loan Agreement or Land Loan Agreement.

E. Except as noted in this Agreement, the obligations evidenced by the Additional Note and the Original Note are to be repaid in the same proportions and are to be subject to the same terms, provisions, agreements, and stipulations.

F. Lender and Borrower have agreed that the loans evidenced by the Original Note and the Additional Note shall be consolidated as to both debts and as a first priority lien as set forth below.

NOW, THEREFORE, as an integral part of the loan transaction related to the Additional Note, as a condition to Lender making the Additional Advance, for valuable consideration, and in consideration of the mutual promises, covenants, conditions, and stipulations set forth in this Additional Advance Agreement, the parties agree as follows:

1. **PRINCIPAL LOAN BALANCE.** The unpaid principal balance owing under the Original Note after application of the payment of **\$401.34** plus Escrow Items, if any, due on **05/01/04** will be **\$40,146.22** . Both the Original Note and the Additional Note are secured by the Security Instrument, as modified by this Agreement. The total principal of the Original Note as calculated above and the Additional Note, will be **\$43,946.22** .

2. **CONSOLIDATION OF OBLIGATIONS.** The debts evidenced by the Original Note and the Additional Note and secured by the Security Instrument shall be and they are hereby merged and consolidated to the same extent as if simultaneously loaned and advanced to Borrower.

3. **DISBURSEMENT OF LOAN PROCEEDS; LIEN PRIORITY STATUS; NEW CONSOLIDATED PAYMENT.** Upon recordation of this Agreement, the net proceeds of the Additional Advance will be disbursed to the order of Borrower (and each of them, if more than one). The debts evidenced by the Original Note and the Additional Note shall together be and remain a first lien upon the Property without priority of one over another, and shall secure the repayment of the present gross indebtedness with interest on the unpaid balance. Said repayment shall be in accordance with all the terms and provisions of the two Notes, subject to the terms and conditions of Paragraph 6 of this Additional Advance Agreement.

4. **INCORPORATION OF ADDITIONAL NOTE AND ADDITIONAL ADVANCE AGREEMENT AS PART OF "LOAN DOCUMENTS".** Any right, remedy, or security which is held by or available to Lender in connection with either the Original Note, the Additional Note or the Security Instrument, and including any right, remedy, or security provided by any Assignment of Rents and Income, or any Construction Loan Agreement or Land Loan Agreement, shall apply to both the Original Note, the Additional Note and the Security Instrument, irrespective of whether the instrument creating such right, remedy, or security refers only to one of the instruments described in this Agreement, and regardless of whether the instrument creating such right, remedy, or security was executed by less than all persons identified as Borrower.

5. **DEFAULT.** Any default in either of the Original Note or Additional Note, under any other instrument securing the payment of either of the Notes, under any instrument relating to or under any instrument providing any right, remedy, or security in connection with either of the Notes or the Security Instrument, shall constitute a default in and under all of the instruments referred to in this Paragraph.

6. **PREFERENCE OF TERMS OF ADDITIONAL NOTE; MATURITY DATE AND LOAN INTEREST RATE.** The terms of the Additional Note and of all instruments in any way related to the loan associated with the Additional Note, including this Additional Advance Agreement, shall govern and apply to the extent of any conflict or inconsistency whatsoever which may exist between such instruments and the Original Note. However, any prepayment charge provision associated with the Original Note, either according to its terms or as created by an addendum to the Original Note or a modification of the Original Note, will continue to be effective as to the Original Note, as amended and the Additional Note, as amended, as well as any other notes executed with Lender until the expiration of the terms of the prepayment language. Without limiting the general application of the foregoing, the following shall apply:



a. **MATURITY DATE.** The Maturity Date set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Maturity Date on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be 10/01/16.

b. **LOAN INTEREST RATE.** The Loan Interest Rate set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Loan Interest Rate on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be FIVE AND ONE QUARTER percent (5.250 %)

7. **NEW PRINCIPAL AND INTEREST PAYMENT.** Effective with the payment due on 06/01/04 the monthly principal and interest payment on the entire loan, including the Original Note and the Additional Note (as modified by this Additional Advance Agreement) will be \$402.07.

8. **SURVIVAL OF TERMS.** Except as set forth in this Additional Advance Agreement, all of the terms, covenants, and conditions of all of the instruments referred to herein shall remain in full force and effect. Notwithstanding any provision hereof which might be construed to the contrary, this Additional Advance Agreement shall in no way affect the validity, priority, or binding effect of the Security Instrument.

9. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lender and Borrower.

WASHINGTON FEDERAL SAVINGS

By: Allen L Collins  
ALLEN L COLLINS  
Title: VICE PRESIDENT AND MANAGER

### BORROWER'S ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

The undersigned Borrower, and each of them, acknowledge receipt and accept the terms and conditions of the above stated Additional Advance Agreement.

David F Towne  
DAVID F TOWNE

Karen N Towne  
KAREN N TOWNE

\_\_\_\_\_

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(Over for notary acknowledgements)

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Skagit County Auditor

200404210089



My commission expires \_\_\_\_\_  
residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
(Signature) \_\_\_\_\_

(Seal or Stamp)

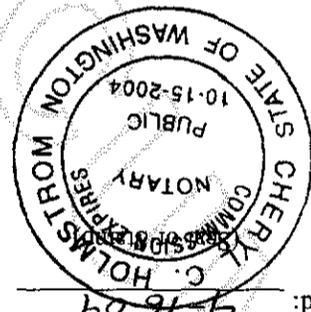
Dated: \_\_\_\_\_

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.  
(Name of the Party on Behalf of Whom the Instrument was Executed)  
\_\_\_\_\_ of \_\_\_\_\_  
(Type of Authority, e.g., Officer, Trustee)

acknowledged it as the \_\_\_\_\_  
instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and  
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this  
[Name(s) of person(s)] \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
( )  
( ) ss.  
( )  
STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_  
residing at \_\_\_\_\_  
Notary Public in and for the State of Washington \_\_\_\_\_  
(Signature) \_\_\_\_\_



Dated: 4/16/04

mentioned in the instrument.  
instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes  
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this  
[Name(s) of person(s)] \_\_\_\_\_

DAVID F TOWNE AND KAREN N TOWNE  
I certify that I know or have satisfactory evidence that \_\_\_\_\_  
COUNTY OF SKAGIT  
( )  
( ) ss.  
( )  
STATE OF WASHINGTON

Tract 1 of Short Plat No. 25-80, approved April 2, 1980 and recorded April 10, 1980 as Auditor's File No. 8004100009 in Book 4 of Short Plats, page 69, records of Skagit County, Washington, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the 20 foot access easement adjoining the South line of said Tract 1 of Short Plat 25-80, as delineated on the face of said Short Plat.

TOGETHER WITH that portion of Lot 3, Skagit County Short Plat No. 25-80, approved April 2, 1980 and recorded April 10, 1980 in Volume 4 of Short Plats, page 69 under Skagit County Auditor's File No. 8004100009, being in the West 1/2 of Section 30, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

Beginning at the monumented Southeast corner of the Northwest 1/4 of said Section 30, Township 34 North, Range 4 East, W.M., (center of section); thence South 88 degrees 14'17" West along the South line of said Northwest 1/4 1336.89 feet, more or less, to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 0 degrees 02'29" East along the West line of said subdivision (also being the West line of said Lot 3, Skagit County Short Plat No. 25-80) 486.00 feet to the Northwest corner of said Lot 3, Skagit County Short Plat No. 25-80, also being on the North line of the South 486.00 feet of said subdivision; thence North 88 degrees 14'17" East along the North line of said Lot 3, Skagit County Short Plat No. 25-80 (also being the North line of said South 486.00 feet) 819.28 feet, more or less, to the Northwest corner of Lot 1, said Skagit County Short Plat No. 25-80 and being the true point of beginning; thence South 2 degrees 04'16" East along the West line of said Lot 1, Skagit County Short Plat No. 25-80, 126.51 feet to a rebar found for the Southwest corner thereof; thence South 80 degrees 43'46" East along the South line of said Lot 1, Skagit County Short Plat No. 25-80, 209.31 feet, more or less, to the Southeast corner of said Lot 1, as shown on said Skagit County Short Plat No. 25-80; thence continue South 80 degrees 43'46" East 0.25 feet, more or less, to the Westerly right of way margin of Britt Road, as shown on Skagit County road map prepared by Frank Gilkey, County Engineer, dated April 1959, available in the records of Skagit County Public Works; thence South 13 degrees 45'14" West (called South 13 degrees 59'42" West on said Skagit County Short Plat No. 25-80) along said Westerly right-of-way margin 36.80 feet; thence North 72 degrees 04'56" West 255.17 feet; thence North 3 degrees 32'36" West 116.19 feet to the North line of said Lot 3, Skagit County Short Plat No. 25-80 at a point bearing South 88 degrees 14'17" West from the true point of beginning; thence North 88 degrees 14'17" East 47.35 feet along said North line to the true point of beginning.

END OF EXHIBIT "A"



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