



200408110034

Skagit County Auditor

8/11/2004 Page 1 of 23 11:19AM

After Recording Return To:

GMAC Mortgage Corp.
100 Witmer Road
Horsham, PA 19044-0963
ATTN: Records Management

Trustee - Land Title

LAND TITLE OF SKAGIT COUNTY

113097PE

[Space Above This Line For Recording Data]

Property Address:
417 Spring Lane, Sedro Woolley, WA 98284

Loan No. 569999808
MIN 1000375-0569999808-7

Assessor's Property Tax Parcel/Account #: P-114872

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 9, 2004, together with all Riders to this document.

(B) "Borrower" is

MICHAEL R. MACOMBER AND MILLISSA L. MACOMBER

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

GMAC Mortgage Corporation

Lender is a Corporation
laws of Pennsylvania
100 Witmer Road, P.O. Box 963, Horsham, PA 19044

organized and existing under the
Lender's address is

Additional legal on page _____ of document.

WASHINGTON -- Single Family -- Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3048 1/01

(Page 1 of 19) 260697561 Initials: ML/MW 942
GMACM - CMS.0039.WA (0001)

Skagit County Auditor
200408110034

WASHINGTON - Single Family - Remote Home/Freddie Mac UNIFORM INSTRUMENT Form 348 J/1
GMACM - CMS.0039.WA (0001) (Page 2 of 19) *[Signature]* *[Signature]*

- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or other takings of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Escrow Items" means those items that are described in Section 3.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Community Association Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> condominium Rider	<input checked="" type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [Specify] _____
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> 1-4 Family Rider		

- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower, interest, and late charges due under the Note, and all sums due under this Security Instrument, plus debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2034
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2034
- Dollars (U.S.) \$ 137,440.00) plus interest. Borrower has promised to pay this Note dated August 9, 2004 . The Note states that Borrower owes Lender One hundred Thirty Seven Thousand Four Hundred Forty and 00/100 MI 48501-2026, tel. (888) 679-MERS.

- (F) "Note" means the promissory note signed by Borrower and dated August 9, 2004 under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns, under the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Trustee" is LAND TITLE

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Skagit

[Name of Recording Jurisdiction]

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of
417 Spring Lane,

[Street]

Sedro Woolley , Washington 98284 ("Property Address"):
[City] [Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

WASHINGTON -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048, 1/01
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Initials: 



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Skagit County Auditor

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.
 Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow items pursuant to Section 3. Payments due under the Note and this Security instrument shall be made in U.S. currency. However, if any check or other instrument for payment is insufficient to bring the Loan current, Lender may accept any payment of partial payments or partial payment of principal or partial payment of any interest or fees due under the Note or at such other location as may be designated by Lender in accordance with the notice of assignment, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice of assignment, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice of assignment, instrumentality, or entity; or (d) Electronic Funds Transfer.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property and demands, subject to any encumbrances generally the title to the property against all claims and demands, subject to any encumbrances unencumbered, except for encumbrances of record. Borrower warrants and that the property is conveyed and has the right to grant and convey the property and demands, subject to any encumbrances generally the title to the property against all claims and demands, subject to any encumbrances unencumbered, except for encumbrances of record.

amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

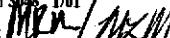
3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of

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WASHINGTON -- Single Family -- Rainier Model Measuring Instrument Form 3031-101

5. Property Insurance. Borrower shall keep the improvements now existing or and/or reporting service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and "extended coverage," and any other hazards including, but not limited to, earthquakes and hereafter erected on the Property insured against loss by fire, hazards included within the term

satisfy the lien or take one or more of the actions set forth above in this Section 4.

Identifying the lien. Within 10 days of the date on which notice is given, Borrower shall which can attain priority over this Security Instrument, Lender may give Borrower a notice from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien those proceedings are pending, but only until such proceedings are concluded; or (c) secures legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while agreement; (b) conveys the lien in good faith by, or defers against so long as Borrower is performing such the lien in a manner acceptable to Lender, but only so long as Borrower is secured by instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by instrument in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security

pay them in the manner provided in Section 3.

Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall leasehold payments or ground rents on the Property, if any, and Community Association Dues, Impostions attributable to the Property which can attain priority over this Security Instrument, 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and

promptly refund to Borrower any funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall

accordance with RESPA, but in no more than 12 monthly payments.

of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. If there is a shortage in RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of account in a surplus of Funds held in escrow, as defined under RESPA, Lender shall

accounting of the Funds as required by RESPA.

Interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Unless an agreement is made in writing or Applicable Law Lender to make such a charge. Unless an agreement is made in writing or Applicable Law Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow items no later than the time specified under RESPA. Lender shall apply the Funds to pay the escrow items so insured) or in any Federal Home Loan Bank. Lender is an institution whose deposits are so insured, or entity (including Lender, it Lender is an institution whose deposits are agency, instrumentality, or entity (including Lender, it Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items or otherwise in accordance with Applicable Law.

Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow

floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in specifying such reasonable cause.

Lender shall give Borrower notice at the time of or prior to such an interior inspection if it has reasonable cause, Lender may inspect the interior of the Property. Lender or its agent may make reasonable entries upon and inspections of the Property.

Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of

Lender may disburse proceeds for the repair only if Lender has released proceeds for such purposes, repairing or restoring the Property to, or the taking of, the Property, Borrower shall be responsible for commission with damage to, or the taking of, the Property, Borrower shall be paid in to avoid further deterioration or damage. If insurance or condemnation proceeds are damaged restoration is not economically feasible, Borrower shall promptly repair the Property if damaged value due to its condition. Unless it is determined pursuant to Section 5 that repairing in shall maintain the Property in order to prevent the Property from deteriorating or decreasing in committit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall not destroy, damage or impair the Property to deteriorate or

Borrower shall not destroy, damage or impair the Property to deteriorate or

7. Preservation, Maintenance and Protection of the Property; Inspections.

Lender may disburse proceeds for the repair of the Property if damaged by

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable without, or unless extenuating circumstances exist which are beyond Borrower's control.

Lender may use the insurance proceeds either to repair or restore the Property or to

Lender acquires the Property, insures the Property, insures premiums paid by Borrower) under all insurance policies covering the Property, insures rights to any refund of unearned premiums paid by Borrower) under the Note or this Security Instrument, and (b) any other of Borrower's rights (other unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights in amounts to

Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender the right to any refund of unearned premiums paid by Borrower) under the Note or this Security Instrument, and (b) any other of Borrower's rights in amounts to

and settle the claim. The 30-day period will begin when the notice is given. In either event, or from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate insurance claim and related matters. If Borrower does not respond within 30 days to a notice and settle the claim, Lender may file, negotiate and settle any available

If Borrower abandons the Property, Lender may file, negotiate and settle any available

Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2. or Lender's security instrument, whether or not then due, with the excess, if any, paid to secured by this Security Instrument. If the insurance proceeds shall be applied to the sums or Lender's security would be lessened, the insurance proceeds shall be applied to the sums shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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Initials: *[Signature]*



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amount and for the period that Lender requires) provided by an insurer selected by Lender against becomes available, is obtained, and Lender requires separately designated payments toward the premium for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premium for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurance evaluates their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgagee. Mortgages have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, often termed "captive reinsurance." Further:

the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is task, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of payments for Mortgage Insurance, in exchange for sharing or modifying the mortgagee insurer's indemnity) amounts that derive from (or might be foregoing, may receive (directly or any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(a) Any such agreements will not affect the amounts that Borrower has agreed to respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance premiums that were automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

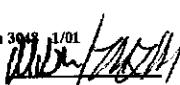
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing. The convenants and agreements of this Security Instrument shall bind Borrower to such release in writing. This instrument and its successors and assigns of Lender.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing. The convenants and agreements of this Security Instrument shall bind Borrower to such release in writing. This instrument and its successors and assigns of Lender.

Lender and any other Borrower can agree to extend, modify, forgive or make any accommodation with regard to the terms of this Security Instrument or the Note without the consent of co-signer's consent.

Note (a "co-signer") : (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 not personally obligated to pay the sums secured by this Security Instrument but does not execute the Note (a "co-signer").

However, any Borrower who co-signs this Security Instrument but does not joint and severally coveneants and agrees that Borrower's obligations and liability shall be joint and several. Borrower coveneants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not joint and severally coveneants and agrees that Borrower's obligations and liability shall be joint and several.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.

not be a waiver of or preclude the exercise of any right or remedy.

Successors in Interest of Borrower or in amounts less than the amount due, shall remedy including, without limitation, Lender's acceptance of payments from third persons, this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or to refuse to extend time for payment or otherwise modify any sums secured by this Security Instrument by reason of any demand made by the original Borrower or shall not be required to commence proceedings against any Successor in Interest of Borrower or operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not be applied in the order provided for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

in the Property or rights under this Security Instrument. The proceeds of any award or claim for judgment, precludes forfeiture of the Property or other material impairment of Lender's interest Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's Borrower can cure such a default and, if acceleration has occurred, remit as provided in impairment of Lender's interest in the future of the Property or rights under this Security Instrument, begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the future of the Property or rights under this Security Instrument, is

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

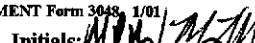
15. Notices. All Notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

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insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon selection by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are secured by this Security Instrument, shall continue unchaged. Lender may require that Borrower pay such remittances and expenses in one or more of the following forms, as provided by law: (a) takes such action as Security Instrument to pay the sums and (b) makes such payment to assure that Lender's interest in this Security Instrument is protected against attorney's fees, property insurance fees, and other fees incurred for the reasonable acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, all expenses incurred in default of any other covenants or agreements; (d) pays acceleration of protection of Lender's interest in this Security Instrument; or (e) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred.

Lender will receive notice of sale of the Property before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as applicable Law might specify for the termination of Borrower's right to repossess; or (c) entry of judgment enforcement this Security Instrument. Those conditions are that Borrower: (a) pays

all expenses incurred in enforcing this Security Instrument of Borrower's right to repossess; and (d) takes such action as Security Instrument to assure that Lender's interest in this Security Instrument is protected against attorney's fees, property insurance fees, and other fees incurred for the reasonable acceleration had occurred.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The

notice shall provide a period of not less than 30 days from the date the notice is given in which Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property or (b) such other period as Borrower's right to repossess is terminated by Borrower.

If all or any part of the Property or any interest in the Property is sold or transferred full of all sums secured by this Security Instrument, Lender may require immediate payment in full or all sums secured by this Security Instrument. However, this option shall not be exercised without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument of Borrower, this option shall not be exercised without Lender's prior written consent, Lender may require immediate payment in full or all sums secured by this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion to the parties to take any action.

Other provisions of this Security Instrument or the Note which can be given effect without the prohibitory provision against assignment by contract. In the event that any provision or clause of this Security Instrument conflicts with the prohibitory provision of this Security Instrument or the Note, such conflict shall not affect the prohibitory provision of this Security Instrument or the Note.

reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

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and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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LOAN NO: 56999808

Witnesses:

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants
contained in this Security Instrument and in any Rider executed by Borrower and recorded with
it.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON,

} SS

COUNTY OF SKAGIT

On this day personally appeared before me

MICHAEL R. MACOMBER AND MILLISSA L. MACOMBER

to me known to be the individual(s) 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 official seal this 10TH day of AUGUST, 2004

My Appointment Expires on 9/11/06

Karen Ashley KAREN ASHLEY
Notary Public in and for the State of Washington, residing at
SEDRO-WOOLLEY



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UNO
Schedule A
Washington - Deed of Trust
Given By: Michael R Macomber and Millissa L Macomber

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LOT 47, PLAT OF SPRING MEADOWS-DIV. I," AS PER PLAT RECORDED IN
VOLUME 17 OF PLATS, PAGES 65 AND 66, RECORDS OF SKAGIT COUNTY,
WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON



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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of August , 2004 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

GMAC Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

417 Spring Lane
Sedro Woolley, WA 98284
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

Spring Meadows
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(v) termination of professional management and assumption of self-management of the Owners Association; or

(vi) termination of professional management and assumption of self-management of the Owners Association for the express benefit of Lender;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is the case of a taking by condemnation or eminent domain;

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in Lender's prior written consent, either partition or subdivide the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with in Section 11.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanked policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Michael R. Macomber

(Seal)

-Borrower

Millissa L. Macomber

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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