1/20/2005 Page

1 of

6 3:21PM

When Recorded Return To:

AMERICAN GENERAL FINANCIAL SERVICES 1616 N 18TH STREET SUITE 120 MOUNT VERNON, WA 98273

LAND TITLE OF SKAGIT COUNTY (Space Above This Line For Recording Data) **DEED OF TRUST** THIS DEED OF TRUST ("Security Instrument") is made on <u>JANUARY 19</u> The grantor is BRIAN L HOFFMAN AND NEALE M HOFFMAN, HUSBAND AND WIFE ("Borrower"). The trustee is LAND TITLE COMPANY ("Borrower"). The trustee is_ ("Trustee"). The beneficiary (grantee) is American General Financial Services, Inc., which is organized and existing under the laws of Washington, and whose address is 1616 N 18TH STREET SUITE 120 MOUNT VERNON ("Lender"). Borrower owes Lender the principal su ("Lender"). Borrower owes Lender the principal sum of SIXTEEN THOUSAND TWELVE DOLLARS AND ELEVEN CENTS Dollars (U.S. \$16.012.11 This debt is evidenced by Borrower's note/loan agreement dated the same date as this Security Instrument (herein "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 19TH 2025

This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) 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 SKAGIT County, Washington: sale, the following described property located in _ *SEE ATTATCHED

PTN TRS. 18, 19 & 5	3, CHEASTY'S BIG LA	KE TRS	
	ock Plat or	Section	Township
Range Full legal description	, if not set forth above, is atta	iched as document pag	ge number 5.
which has the address of	23056 GARDEN STRE	ET MOUNT	
	(Street)		(City)
Washington 98274 (Zip Code)	("Property Addre	ess):PARCEL# 3882	-000-019-0204
(Zip Gode)		\ \	
Prior Instrument Reference:	Volume Page Ass	essor's Property Tax F	arcel or Account No

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.
- 3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

WAA451 (09-05-04) Deed of Trust

Page 1 of 4

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:(a agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures 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 which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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. นซ์ แก่ เสริมเกรี

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, and with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this 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.

- If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payment.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest

Page 2 of 4

WAA452 (09-05-04) Deed of Trust

or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 11. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.
- 12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise if prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand an Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of. (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 12 or 16.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the ate specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall/be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Page 3 of 4 WAA453 (09-05-04) Deed of Trust

> 200501200109 Skagit County Auditor

1:20/2005 Page 3 of 6 3:21PM

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to any other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels 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.

- 19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 20. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 21. 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.
 - 22. Use of Property. The Property is not used principally for agricultural or farming purposes.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of

(15, 7)	loc -		WHITE FF	NTMENT		
	/	The second of	\$ - \$ - \$ -	OTAR S		SEAL)
Meale M.	thatem	<u>on//</u>	* \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	•••	oi:★ (S	SEAL)
STATE OF WASHINGTON,	SKAGIT		S. M.	SBLIC SO	general sec	
On this 19TH day of JANUAR	YMONTH			15, 20 C	the undersig	gned,
a Notary Public in and for the State BRIAN L HOFFMAN AND NEALE	of Washington,				personally app	eared
to me known to be the individual(sacknowledged to me that He / She / Th	s) described in	and who	executed t	he foregoi		
and voluntary act and deed, for the uses	and purposes t	herein menti	oned.	(C_{Z})		
WITNESS my hand and official seal affi	xed the day and	year in this	certificate a	bove writte	n.	
5/15/05		Sow	Der	· //		
My Commission expires: (MONTH DAY, YEA	AR) Notai	ry Public in a			shington residi	ng at
			5	Skugit 3	ار بهای کاری	¥.
REC	UEST FOR RI	ECONVEY		•		
TO TRUSTEE:						Ŋ

The undersigned is the holder of the Note or Notes secured by this Deed of Trust. Said Note of Notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Note or Notes and this Deed of Trust, which are delivered hereby, and to reconvey? without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:	 	

This is a mortgage subject to special rules under the Federal Truth in Lending Notice: Act. Purchasers or Assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Lender. Page 4 of 4

WAA454 (09-05-04) Deed of Trust

DESCRIPTION:

Tract "C" of Survey recorded in Volume 5 of Surveys, pages 67 and 68, under Auditor's File No. 8310180016, records of Skagit County, Washington, described as follows:

That portion of Tracts 18 And 19, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said Tract 19;

thence South 58°02'38" West along the Northwesterly line of said Tracts 18 and 19, a distance of 20.00 feet to the true point of beginning:

thence continue South 58°02'38" West, a distance of 17.75 feet;

thence South 48°30'14" East, a distance of 83.46 feet;

thence North 58°02'38" East, a distance of 93.08 feet;

thence North 31°18'42" West parallel with the Northeasterly line of said Tract 19, a distance of 80.00 feet to the true point of beginning.

TOGETHER WITH an undivided 1/9 interest in and to the following:

That portion of Tract 53, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 49, records of Skagit County, Washington, lying Southerly of the following described line:

Beginning at the Northeasterly corner of said Tract 53;

thence South 66°21'46" West along the Northerly line of said Tract, a distance of 117.79 feet to the true point of beginning of this line;

thence Easterly to a point on the Easterly line of said Tract 53, that is 25,30 feet South of the Northeasterly corner of said Tract, as measured along the East line thereof, and the terminus of said line.

Situate in the County of Skagit, State of Washington.

Skagit County Auditor 1/20/2005 Page



ADJUSTABLE RATE RIDER

	Account Number: 17618965
This Adjustable Rate Rider is made on 01/19/05 a	
that Deed of Trust of even date given by the undersign Borrower's Note/Loan Agreement to	gned (hereinafter called "Borrower") to secure
AMERICAN GENERAL FINANCIAL SERVICES. INC.	colled "Londor") of over data and covering
the property set forth in said Deed of Trust.	called "Lender") of even date and covering
NOTE: THE NOTE CONTAINS PROVISIONS ALLO RATE AND MONTHLY PAYMENT AMOUNT. INC RESULT IN INCREASES IN THE MONTHLY PAYME INTEREST RATE WILL RESULT IN DECREASES IN	REASES IN THE INTEREST RATE WILL INT AMOUNT, WHILE DECREASES IN THE
ADJUSTABLE RATE LOAN. Borrower agrees that the change on the Due Date of the third part of the Change Date ("the Change Date given month, the Change Date will be the last day of Date is January 31, and it changes quarterly, the next C	ayment and on that same date every e"). If there is no corresponding date in any the month. (For example, if the first Change
Beginning on the first Change Date, the interest rate windex is the highest Prime Rate published in The Wall index should no longer be available, Lender will choosinform Borrower of the new index.	Street Journal's "Money Rates" table. If this
Prior to each Change Date, Lender will calculate the noing 60 days prior to the Change Date and adding a majoround the resulting figure down to the next lowest one determine the new monthly payment amount necessare the final payment.	rgin of 8.00 percentage points. Lender will e-hundredth of one percent. Lender will then y to repay the loan in full on the due date for
Borrower's interest rate will never increase or decrease 1.00 percentage point(s) from the agreed rathe Change Date. Any rate change not implemented as to the next Change Date. Borrower's interest rate will will never be lower than	ite of interest in effect immediately preceding s a result of this limitation may be carried over
The new agreed interest rate will be effective as of the be effective as of the next regularly scheduled due date send Borrower notice of all rate and payment changes and WITNESS WHEREOF, Borrower has executed the	e subsequent to the Change Date. Lender will as required to law him his Adjustatile Rate Rider (SEAL)
STATE OF WASHINGTON, Skart	(SEAL)
	County ss:
On this 19th day of January	before me, the
undersigned, a Notary Public in and for the State of personally appeared Brown L Hoffman and	Washington, duly commissioned and sworn, Neale M Hoffman
to me known to be the individual(s) described in and acknowledged to me that	signed and
sealed the said instrument astwelv free purposes therein mentioned.	e and voluntary act and deed, for the uses and
WITNESS my hand and official seal affixed the day an	id year in this certificate above written.
5/15/05	w the
My Commission expires: (MONTH DAY, YEAR) Notary Public	in and for the State of Washington residing at
	CUAR + 1 5.715444

WARR21 (9-5-04) C.E. Adjustable Rate Rider



1/20/2005 Page 6 of 6 3:21PM