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**Return Address:**

Lender Recording Services
25111 Country Club Blvd.
Ste 275
North Olmsted, OH 44070
Stenecia McJunkins

LRS#38459

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Deed of Trust _____ 2. _____
3. _____ 4. _____

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page _____ of document

**Grantor(s)** (Last name, first name, initials)
1. Phillips, Claire, H. _____, _____
2. _____, _____

Additional names on page _____ of document.

**Grantee(s)** (Last name first, then first name and initials)
1. North Pacific Trustee Inc _____, _____
2. Irwin Home Equity _____, _____

Additional names on page _____ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)
Section 19, Township 34 N range 4 E, W.M., recorded Jan. 2,1958, Auditor's file #560229, Skagit County, W.A.

Additional legal is on page _____ of document.

**Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned
P26672_____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____ Signature of Requesting Party

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P

RETURN TO:
Lender Recording Services
25111 Country Club Blvd.
Ste 275
North Olmsted, OH 44070
Stenecia McJunkins

**Return Address/Prepared By:**
Irwin Home Equity Corp.
Attn: Loan Servicing - Post Closing
12677 Alcosta Blvd. Suite 500
San Ramon, CA 94583
1-800-977-7364

[Space Above This Line For Recording Data]

# DEED OF TRUST

Loan Number: 601-0001704418 MIN 100135300017044181
Grantor(s) (Borrower): CLAIRE H. PHILLIPS, A SINGLE WOMAN

Grantee(s) (Beneficiary & Trustee): MERS
North Pacific Trustee, Inc., a Washington Corporation

Legal Description (abbreviated): SECTION 19, TOWNSHIP 34 N, RANGE 4 E, W.M., RECORDED JAN. 2, 1958, AUDITOR'S FILE #560229, SKAGIT COUNTY, WA.

Assessor's Tax Parcel ID #: P26672

THIS DEED OF TRUST is made this 5th day of April, 2005, among the Grantor, CLAIRE H. PHILLIPS, A SINGLE WOMAN (herein "Borrower"), North Pacific Trustee, Inc., a Washington Corporation (herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of Delaware, with an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS (herein "MERS") and the successors and assigns of MERS. MERS is a separate corporation that is acting solely as a nominee for IRWIN UNION BANK AND TRUST COMPANY, a corporation organized and existing under the laws Indiana, with an address of 1717 East College Parkway, Carson City, NV 89706 (herein "Lender") and Lender's successors and assigns.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skagit, State of Washington: (continued)



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which has the address of 18364 LINCOLN STREET
[Street]
Mount Vernon [City] Washington 98273 [Zip Code] (herein "Property Address");

TOGETHER with all buildings, fixtures and improvements now or hereafter erected on the property, all water, irrigation, drainage, reservoir or ditch rights, however evidenced, and all rights of way, easements, rents, issues, profits, royalties, minerals, oil and gas rights and profits, tenements, hereditaments, privileges, and appurtenances connected therewith, now or hereafter used or enjoyed with the property or any part thereof. All replacements and additions shall be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property".

TO SECURE to Lender the repayment of the indebtedness evidenced by the Home Equity Line Agreement and Disclosure Statement ("Agreement") dated the same date as this Deed of Trust in the maximum principal amount at any one time of $ 60,000.00 (the "Credit Line Limitation"); the payment of interest, fees and charges in accordance with the terms of the Agreement; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained. The indebtedness is a revolving line of credit account which obligates Lender to make advances to Borrower in the maximum principal amount at any one time as set forth above until the Agreement is terminated or suspended or if advances are made up to the maximum credit limit, and Borrower complies with the terms of the Agreement. It is the intention of Borrower and Lender that this Deed of Trust secures the balance outstanding under the Agreement from time to time from zero up to the credit limit as provided above and any intermediate balance. Funds may be advanced by Lender, repaid by Borrower, and subsequently readvanced by Lender in accordance with the Agreement. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding any zero balance. The term of the Agreement is twenty (20) years.

This Deed of Trust (herein "Deed of Trust") secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including any and all future advances made by Lender to Borrower not in excess of the Credit Line Limitation shown above, with interest, fees and charges as provided in the Agreement, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced by Lender under the provisions of this Deed of Trust; (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 25 hereof (herein "Future Advances") with the maximum principal balance not to exceed two times the amount disclosed above (interest may be deferred, accrued or capitalized); and (d) the performance of Borrower's covenants and agreements under this Deed of Trust and the Agreement.

BORROWER understands and agrees that MERS holds only legal title to the interests granted by Borrower under this Deed of Trust, 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 these 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 Deed of Trust.

BORROWER covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, bargain, sell and convey the Property. Borrower warrants that the Property is free and clear of all liens, claims and encumbrances, except for covenants, easements, reservations, restrictions and rights of way of record, and encumbrances specifically disclosed by Borrower to Lender and approved by Lender in writing. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the foregoing enumerated restrictions and encumbrances.

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



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**1. Payment of Principal, Interest and Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and any account closure fees, late charges and other fees or charges as provided in the Agreement.

**2. Funds for Taxes and Insurance.** Subject to applicable law Lender may require Borrower to pay Lender on the day monthly payments are due under the Agreement, until the Agreement is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Deed of Trust as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Should Lender require Borrower to make such payments to Lender, Borrower will be provided with 30 days advance notice of such action. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior Mortgage or Deed of Trust if such holder is an institutional lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Deed of Trust.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 17, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in the following order:

During the Draw Period; first, to any account closure fee due under the Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Agreement; third, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fourth, to any late fees due under the Agreement; fifth, to any account fees due under the Agreement; sixth, to funds advanced by Lender under the Agreement and/or under the Deed of Trust to protect its security interest; and last, to the remaining Account balance.

During the Repayment Period; first, to any account closure fees due under the Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Agreement; third, to the principal portion of the Borrower's minimum monthly payment; fourth, to any amounts payable to Lender for



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taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fifth, to any late fees due under the Agreement; sixth, to any account fees due under the Agreement; seventh, to funds advanced by Lender under the Agreement and/or under the Deed of Trust to protect its security interest; and last, to the remaining principal.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. 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 such other hazards, including floods or flooding, for which Lender requires insurance, and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or tot he sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Agreement rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon the earlier of payment in full of the indebtedness secured by this Deed of Trust, or notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of



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condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extensions of the time for payment or modifications of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Anyone executing this Deed of Trust, in any capacity, shall be entitled to request and obtain information relative to the debt secured hereby including, but not limited to, account history and balance information. Any Borrower who co-signs this Deed of Trust, but does not execute the Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable for the payment of the sums secured by this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree from time to time, and any number of times, to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**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 Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. In no event will any person other than Borrower be entitled to obtain advances from Lender under the terms of the Agreement secured by this Deed of Trust.



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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 Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

**17. Acceleration; Remedies. Unless applicable law provides otherwise, Lender shall have the option of foreclosing this Deed of Trust either non-judicially or judicially as a mortgage upon breach of any covenant or agreement of the Borrower in this Deed of Trust or of any obligation secured hereby. Foreclosure and the declaration that all sums secured by this deed of trust are immediately due and payable shall be carried out in accordance with any rights and procedures specified in applicable law including any notice, cure and reinstatement rights (if not required by applicable law, no such notice, cure, reinstatement or other rights will be given Borrower before taking such actions).**

**18. Sale of Home Equity Line Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Agreement and this Deed of Trust. There may also be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change if required by applicable law.

**19. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof 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. All 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 Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**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 the Trustee herein and by applicable law.

**22. Release.** Upon termination of the credit line under the Agreement and payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust and shall produce all duly canceled notes and other instruments evidencing indebtedness secured by this Deed of Trust. To the extent permitted by applicable law, Borrower shall pay all costs of recordation and Lender's and Trustee's fees, if any.



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

**24. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

**25. Future Advances.** Lender, at its option, may make Future Advances to Borrower. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Agreement, shall be secured by this Deed of Trust when evidenced by the Agreement or by any other note stating that it is secured by this Deed of Trust or when advanced under the terms of this Deed of Trust. Lender may make such Future Advances (a) at the request of Borrower whether or not there is any obligation to make Future Advances; (b) pursuant to an advance of funds under this Deed of Trust; or (c) to pay with or without the consent or request of Borrower, any amounts which may be due under any other mortgage or lien affecting the Property.

**26. Riders to this Deed of Trust.** If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.

[Check applicable box(es)]

☐ Condominium Rider ☐ 1-4 Family Rider

☐ Planned Unit Development Rider ☐ Other(s) [specify]

**27. Loan Charges.** If the credit line 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 Home Equity Line Agreement 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 me which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Home Equity Line Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**28. Non-Borrowing Party's Joinder.** The execution of this Mortgage by any person who has no present interest of record in the Property shall not be deemed to indicate that any interest presently exists and shall only constitute that person's agreement that if he/she holds a present interest not of record or an inchoate right, or hereafter acquires such an interest or right, in the Property that such interest or right shall be subject to Lenders' interest under this Mortgage. Further, by executing this Mortgage, that person does not assume contractual liability under the Agreement.

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601-0001704418

**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 this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 8 of this Deed of Trust.

Claire H. Phillips (Seal) -Borrower
CLAIRE H. PHILLIPS

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF WASHINGTON
County of Skagit

I certify that I know or have satisfactory evidence that CLAIRE H. PHILLIPS

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

Dated: 04-05-2005

Pam Larson
Signature – Notary Public ~~in~~ and for the State of Washington

PAM LARSON
Type or Print Name and Title

(Seal or stamp)

PAM LARSON
COMMISSION EXPIRES
NOTARY
PUBLIC
8-1-2007
STATE OF WASHINGTON

My appointment expires: ~~04-05-2005~~ 08-01-2007

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the agreement or agreements secured by this Deed of Trust. Said agreement or agreements, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said agreement or agreements 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:



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UNOFFICIAL DOCUMENT

## Legal Description Continued

601-0001704418
**Borrowers:** CLAIRE H. PHILLIPS

**Property Address:** 18364 LINCOLN STREET
Mount Vernon, WA 98273

A TRACT OF LAND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 88 DEGREES 47 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 152 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION (SAID POINT BEING IN AN EXISTING FENCE LINE AS ESTABLISHED BY INSTRUMENT RECORDED JANUARY 2, 1958, UNDER AUDITOR'S FILE NO.560229),
THENCE NORTH 0 DEGREES 57 MINUTES 15 SECONDS EAST ALONG SAID EXISTING FENCE LINE AND PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 168.37 FEET;
THENCE NORTH 88 DEGREES 48 MINUTES 35 SECONDS EAST 183.16 FEET TO THE EAST LINE OF
SAID
SUBDIVISION;
THENCE SOUTH 1 DEGREE 02 MINUTES WEST ALONG THE EAST LINE OF SAID SUBDIVISION
168.37 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;
THENCE SOUTH 88 DEGREES 47 MINUTES 52 SECONDS WEST 182.92 FEET TO THE TRUE POINT OF BEGINNING, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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Skagit County Auditor
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