

When Recorded Return To:

American General Finance
14419 Greenwood Ave N #D
Seattle WA 98133



200507010170

Skagit County Auditor

7/1/2005 Page

1 of

3 3:45PM

Land Title
M-15288

(Space above This Line For Recording Data)

DEED OF TRUST

Filed for Record at Request of

Name American General Finance

Account No. _____

Address 14419 Greenwood Ave N #D

City and State Seattle Washington

THIS DEED OF TRUST, made this 27th day of MAY, 2005,

between Brandon Dills and Crissy Dills, Grantor,

whose address is 24314 Duval Dr Sedro Woolley WA 98284

LAND TITLE CO, a corporation. Trustee, whose address is PO Box 445

BURLINGTON WA 98233 Washington, and American General Finance

Beneficiary whose address is 14419 Greenwood Ave N #D Seattle WA 98133

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

* See Attached Addendum

Ptn N 1/2 SW 1/4 18-36-5

Tax # P50969

* Three Hundred Fifty Six Dollars and zero cents

Prior Instrument Reference; Volume _____ Page _____

Assessor's Property Tax Parcel or Account No. P50969

Lot _____ Block _____ Plot or _____ Section _____ Township _____

which has the address of 24314 Duval Dr

Sedro Woolley (City) Washington 98284 (Zip Code) ("Property Address");

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Sixteen Thousand & 354.00 Dollars (\$ 16,354.00) with interest, in accordance with the terms of a Home Improvement Retail Installment Contract of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, extended coverage, vandalism and malicious mischief in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in forces shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

047-00100 (S) WASHINGTON HOME IMPROVEMENT SALES CONTRACT SUPPLEMENT (6-03)

AMERICAN
GENERAL
FINANCIAL SERVICES

ORIGINAL

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of the law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. If all or any part of the property or any interest in it is sold or transferred without beneficiary's prior written consent, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust. If Beneficiary exercised this option, Beneficiary will give 6 months 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 Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke all remedies permitted by this Deed of Trust without further notice or demand to the Grantor.

7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

If not prohibited by law or regulation, this Deed of Trust and all sums hereby secured shall become due and payable at the option of mortgagee and without notice to entrustor forthwith upon the conveyance of entrustor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, entrustor unless the purchase or transferee assumes the indebtedness secured hereby with the consent of the beneficiary.

If this Deed of Trust is subject and subordinates to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the accompanying note shall be deemed to be secured by this Deed of Trust, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

Brandon DeWitt (SEAL) _____ (SEAL)
CRESYL DILLS (SEAL) _____ (SEAL)

STATE OF WASHINGTON

ss.

County of

On this day personally appeared before me BRANDON DEWITT AND CRESYL DILLS

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that THEY as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of MAY

Robert M. MacCallum

Notary Public in and for the State of Washington

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____

Mail reconveyance to _____

TRANSFER AND ASSIGNMENT

WASHINGTON _____, County.

For value received the undersigned Beneficiary hereby transfers, assigns and conveys unto _____ all right, title, interest, powers and options in, to and under the within Deed of Trust from _____ as well as the indebtedness secured thereby.

In witness whereof the undersigned has _____ hereunto set _____ hand and seal, this _____ day of _____.

Signed, sealed and delivered in the presence of: _____ (Seal)

Witness: _____ By _____ (Title)

Notary: _____

Notary Public _____ County, WA. My Commission Expires _____

047-00100 (S) WASHINGTON HOME IMPROVEMENT SALES CONTRACT SUPPLEMEN



200507010170
Skagit County Auditor

Legal Description

HIGHWAY 9 / PRAIRIE, ACRES 3, TAX 1AB: THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18, WHICH POINT BEARS NORTH 00 DEGREES 31'27" EAST A DISTANCE OF 1,508.51 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 62 DEGREES 59'21" WEST A DISTANCE OF 75.39 FEET; THENCE NORTH 87 DEGREES 29'31" WEST A DISTANCE OF 191.02 FEET; THENCE NORTH 70 DEGREES 43'40" WEST A DISTANCE OF 307.83 FEET; THENCE NORTH 01 DEGREES 22'50" EAST A DISTANCE OF 32.80 FEET TO A POINT IN THE CENTERLINE OF THOMPSON'S GULCH, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 01 DEGREES 22'50" EAST ALONG THE CENTERLINE OF THOMPSON'S GULCH A DISTANCE OF 80.20 FEET; THENCE NORTH 20 DEGREES 29'25" WEST A DISTANCE OF 58.94 FEET; THENCE NORTH 71 DEGREES 56'56" WEST A DISTANCE OF 994.96 FEET TO A POINT ON THE CURVE OF THE EASTERLY RIGHT OF WAY LINE OF THE ABANDONED NORTHERN PACIFIC RAILROAD GRADE, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS SOUTH 43 DEGREES 25'04" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,859.32 FEET, AN ARC DISTANCE OF 117.15 FEET; THENCE SOUTH 47 DEGREES 01'40" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ABANDONED RAILROAD A DISTANCE OF 21.44 FEET; THENCE SOUTH 71 DEGREES 56'56" EAST A DISTANCE OF 1,118.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.



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7/1/2005 Page

3 of

3 3:45PM