



200508150118

Skagit County Auditor

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When Recorded Mail To:  
Optima Information Solutions  
1700 Carnegie Ave., Suite 200  
Santa Ana, Ca. 92705  
IRWIN

Irwin Home Equity Corp.  
Attn: Loan Servicing - Post Closing  
12677 Alcosta Blvd., #500  
San Ramon, CA 94583  
1-800-977-7364

[Space Above This Line For Recording Data]

Loan #: 657-0001727718

**DEED OF TRUST**

MIN 100135300017277187

Grantor(s) (Borrower): VINCENT F. LINNELL AND LINDA L. LINNELL, HUSBAND AND WIFE

Grantee(s) (Beneficiary & Trustee): Mortgage Electronic Registration Systems, Inc.  
North Pacific Trustee, Inc., a Washington Corp.

Legal Description (abbreviated): LT 13, LAKE MCMURRAY ESTATES, VOL. 16 PLATS PG. 55  
THRU 59 SKAGIT COUNTY, WASHINGTON.

Assessor's Tax Parcel ID #: P108071

THIS DEED OF TRUST is made this 5th day of August, 2005, among the  
Grantor, VINCENT F. LINNELL AND LINDA L. LINNELL, HUSBAND AND WIFE

(herein "Borrower"),  
the Trustee, North Pacific Trustee, Inc., a Washington Corp. (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 of 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

WASHINGTON - SECOND DEED OF TRUST

County of SKAGIT

State of Washington: 657-0001727718

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF SKAGIT, STATE OF  
(continued)

which has the address of 24430 MCMURRAY RIDGE LANE

MOUNT VERNON Washington 98274 (herein "Property Address");  
[City] [Street] [Zip Code]

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 (a) the repayment of the indebtedness evidenced by Borrower's note dated the same date as this Deed of Trust and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 126,500.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 25, 2030 (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security 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 the covenants and agreements of Borrower herein contained.

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 seized 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:

1. **Payment of Principal, Interest and Other Charges.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and any prepayment and other charges as provided in the Note.

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 Note, until the Note 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



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Legal Description Continued

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**Borrowers:** VINCENT F. LINNELL  
LINDA L. LINNELL

**Property Address:** 24430 MCMURRAY RIDGE LANE  
MOUNT VERNON, WA 98274

WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 13, PLAT OF LAKE MCMURRAY ESTATES, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 16 OF PLATS, PAGES 55 THROUGH 59, RECORDS OF SKAGIT  
COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 13 OF THE PLAT OF LAKE MCMURRAY ESTATES AS  
RECORDED IN VOLUME 16 OF PLATS, PAGES 55 THROUGH 59, RECORDS OF SKAGIT  
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 OF SAID PLAT OF LAKE MCMURRAY  
ESTATES;

THENCE NORTH 16 DEGREES 41 MINUTES 50 SECONDS EAST ALONG A LINE COMMON TO  
LOTS 13 AND 16 OF SAID PLAT FOR A DISTANCE OF 142.92 FEET TO AN EXISTING  
ANGLE POINT COMMON TO SAID LOTS 13 AND 16, THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 16 DEGREES 41 MINUTES 50 SECONDS EAST FOR A DISTANCE  
OF 90.08 FEET;

THENCE NORTH 14 DEGREES 56 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 332.56  
FEET TO THE NORTHWEST CORNER OF LOT 13;

THENCE SOUTH 08 DEGREES 20 MINUTES 56 DEGREES EAST ALONG A LINE COMMON TO  
LOTS 13 AND 16 OF SAID PLAT FOR A DISTANCE OF 411.97 FEET TO THE TRUE POINT  
OF BEGINNING.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.

TITLE TO SAID PREMISES IS VESTED IN VINCENT F. LINNELL AND LINDA L. LINNELL,  
HUSBAND AND WIFE BY DEED FROM COAST PACIFIC TRADING, INC., A WASHINGTON  
CORPORATION DATED 10/9/1998 AND RECORDED 10/16/1998 AS INSTRUMENT NO.  
9810160068 BOOK 1884 PAGE 0210

PARCEL NO. P108071



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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; first, to any prepayment charge due under the Note; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Note; third, to the principal portion of the monthly payment due under the Note; fourth to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to the extent Lender requires Borrower to make such payments); fifth, to any late charges due under the Note; sixth, to any other fees due under the Note; seventh, to other charges, fees and amounts disbursed by Lender and then made payable pursuant to paragraph 7 hereof; and last to the unpaid principal balance under the Note.

**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



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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 to the 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, disperse 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 Note 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 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 Note, (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 Note 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



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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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note 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 Note 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 Note secured by this Deed of Trust.

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 Note; Change of Loan Servicer.** The Note or a partial interest in the Note (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 Note and this Deed of Trust. There may also be one or more changes of the Loan Servicer unrelated to the sale of the Note. 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 preceding two sentences



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shall not apply to the presence, use, or storage on the Property of small quantities of 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, has 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. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause this Deed of Trust to be released 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.

**22. 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.

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

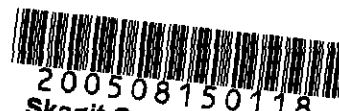
**24. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

**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 Note, shall be secured by this Deed of Trust when evidenced by the Note 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, deed of trust 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)]

- |                                     |                                |                          |                    |
|-------------------------------------|--------------------------------|--------------------------|--------------------|
| <input type="checkbox"/>            | Condominium Rider              | <input type="checkbox"/> | 1-4 Family Rider   |
| <input checked="" type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | Other(s) [specify] |



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**27. Loan Charges.** If the Note 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 Note 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 the 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.

**28. Non-Borrowing Party's Joinder.** The execution of this Deed of Trust 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 Lender's interest under this Deed of Trust. Further, by executing this Deed of Trust, that person does not assume contractual liability under the Note secured by this Deed of Trust.



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

657-0001727718

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 7 of this Deed of Trust.

*[Signature]* (Seal) VINCENT F. LINNELL Borrower  
*[Signature]* (Seal) LINDA L. LINNELL Borrower  
\_\_\_\_\_  
(Seal) Borrower

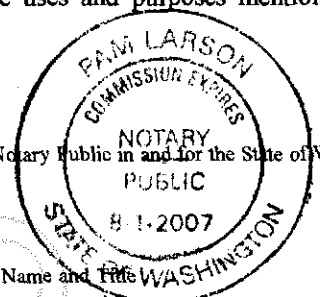
STATE OF WASHINGTON

County of SKAGIT

I certify that I know or have satisfactory evidence that VINCENT F. LINNELL and LINDA L. LINNELL

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

Dated: August 5, 2005  
Pam Larson  
(Seal or stamp)



Signature of Notary Public in and for the State of Washington

PAM LARSON

Type or Print Name and Title  
My appointment expires on: 08-01-07

**REQUEST FOR RECONVEYANCE**

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or 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: \_\_\_\_\_



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## PLANNED UNIT DEVELOPMENT RIDER

657-0001727718

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5th day of August, 2005, 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

IRWIN UNION BANK AND TRUST COMPANY

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

24430 MCMURRAY RIDGE LANE  
MOUNT VERNON, WA 98274

[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 Covenants, Conditions & Restrictions (the "Declaration"). The Property is a part of a planned unit development known as

LAKE MCMURRAY ESTATES

[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.

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 9/90

Ih177801 (rev 7/6/00)

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**B. Hazard Insurance.** So long as the Owner's 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, for the period, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

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

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

In the event of a distribution of hazard 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, with any excess paid to Borrower.

**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.

**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 conveyance 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 Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(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 the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

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

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

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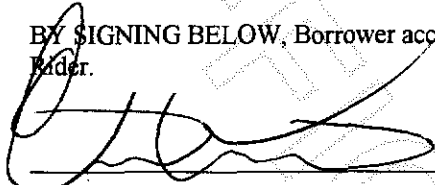
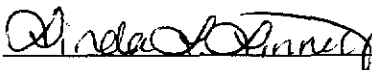
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**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower 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.

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

 _____ VINCENT F. LINNELL	(Seal) -Borrower	 _____ LINDA L. LINNELL	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower



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