



200606210063
Skagit County Auditor

6/21/2006 Page 1 of 17 11:26AM

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS

Assessor's Parcel or Account Number: P120690 4819-000-029-0000

Abbreviated Legal Description: Lot: 29, Acres .11, Recorded Under AF #
SAUK Mountain 200306090032.
VIEW E-15 [Include lot, block and plat or section, township and range]

Full legal description located on page 1

[Space Above this Line For Recording Data]

95894120

DEED OF TRUST

THIS DEED OF TRUST is made this 26th day of May, 2006
among the Grantor, SEAN P DUNNE, AND SHERYL D. DUNNE, HUSBAND AND WIFE.

DCBL, Inc., A Washington Corporation

(herein "Borrower"),

Navy Federal Credit Union

(herein "Trustee"), and the Beneficiary,

existing under the laws of the U.S. Govt (12USC1751)
820 Follin Lane, Vienna, VA 22180

, a corporation organized and
, whose address is
(herein "Lender").

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:

which has the address of 1285 ARREZO DRIVE
SEDRO WOOLLEY
"Property Address");

[City], Washington 98284

[Street]
[Zip Code] (herein

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property;"

WASHINGTON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

DOC #:24601

APPL #:8013589612

LOAN #:8013589612

VMP -76(WA) (0308)

Form 3848

Page 1 of 5

Initials: S/D S/D UM51 0308.01

VMP Mortgage Solutions, Inc. (800)521-7291



TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated May 26, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 52,000.00, 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 June 1, 2026; 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.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. 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.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of 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 a 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 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 to the sums secured by this Deed of Trust.

DOC #:24602

APPL #:8013589612

LOAN #:8013589612

Initials: *SD* *SD*

VMP -76(WA) (0308)

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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 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 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 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. Extension of the time for payment or modification 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. 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 on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree 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. Notice. Except for any notice required under applicable law to be given in another manner, (a) any Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified 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 certified 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.

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. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 other persons as applicable law may require. After the lapse of such time as may be 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 such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. 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.



20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.


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. **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 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 this Deed of Trust.



SEAN P DUNNE (Seal)
-Borrower



SHERYL D DUNNE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

STATE OF WASHINGTON

County of *Skagit*

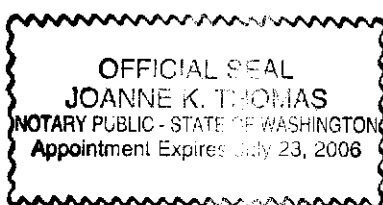
On this day personally appeared before me SEAN P DUNNE


Sean P. Dunne and Sheryl D Dunne

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

26 day of *May* 200*6*





Notary Public in and for the State of Washington, residing at
Mount Vernon
My Appointment Expires on *7/23/2006*

EXHIBIT A

LOT 29, SAUK MOUNTAIN VIEW ESTATES-SOUTH, A PLANNED
RESIDENTIAL DEVELOPMENT, AS RECORDED JUNE 9, 2003 UNDER
AUDITOR'S FILE NO. 200306090032, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED
BY INSTRUMENT(S);
RECORDED: JUNE 6, 1946 AND JULY 17, 1946
AUDITOR'S NO(S): 392628 AND 394047, RECORDS OF SKAGIT
COUNTY, WASHINGTON
IN FAVOR OF: THE UNITED STATES OF AMERICA
FOR: ONE OR MORE LINES OF ELECTRIC POWER TRANSMISSION
STRUCTURES AND APPURTENANT SIGNAL LINES
AFFECTS: A STRIP OF LAND 125.0 FEET IN WIDTH, THE BOUNDARIES
OF SAID STRIP LYING 62.5 FEET DISTANT FROM, ON EACH SIDE OF,
AND PARALLEL WITH THE SURVEY LINE OF THE ARLINGTON-BELLINGHAM
TRANSMISSION LINE AS NOW LOCATED AND STAKED

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED
BY INSTRUMENT(S);
RECORDED: AUGUST 7, 1963
AUDITOR'S NO(S): 639321, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: THE UNITED STATES OF AMERICA
FOR: ONE OR MORE LINES OF ELECTRIC POWER TRANSMISSION
STRUCTURES AND APPURTENANT SIGNAL LINES
AFFECTS: A STRIP OF LAND 137.5 FEET IN WIDTH, THE BOUNDARIES
OF SAID STRIP LYING 62.5 FEET DISTANT EASTERLY FROM AND 75.0
FEET DISTANT WESTERLY FROM, AND PARALLEL WITH SAID SURVEY
LINE FOR THE SNOHOMISH-BLAINE NO.1 TRANSMISSION LINE AS SAID
SURVEY LINE BEING NOW LOCATED AND STAKED

EASEMENT, INCLUDING THE TERMS AND CONDITIONS, THEREOF GRANTED
BY INSTRUMENT(S);

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Skagit County Auditor

EXHIBIT A
(continued)

RECORDED: JUNE 20, 1945
AUDITOR'S NO(S) : 381240 RECORDS OF SKAGIT COUNTY WASHINGTON
IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER
WITH NECESSARY APPURTENANCES
AFFECTS: PORTION IN SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED
BY INSTRUMENT(S);
RECORDED: NOVEMBER 5, 1979
AUDITOR'S NO(S) : 7911050071, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: PRESENT AND FUTURE OWNERS OF LAND
FOR: INGRESS, EGRESS AND UTILITIES
AFFECTS: A 60-FOOT STRIP OF LAND IN THE PORTION OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED
BY INSTRUMENT(S);
RECORDED: APRIL 18, 1990
AUDITOR'S NO(S) : 9004180059, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: PUGET SOUND POWER & LIGHT COMPANY
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER
WITH NECESSARY APPURTENANCES
AFFECTS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED
PARCEL A; THENCE SOUTH 00 DEGREES 38 MINUTES 43 SECONDS EAST
A DISTANCE OF 279.87 FEET; ALONG THE WEST LINE THEREOF TO THE
CENTER OF AN EXISTING TRANSMISSION LINE AND THE TRUE POINT OF
BEGINNING OF THIS CENTERLINE DESCRIPTION;
THENCE SOUTH 55 DEGREES 26 MINUTES 45 SECONDS EAST A DISTANCE
OF 273.58 FEET
THENCE SOUTH 40 DEGREES 20 MINUTES 02 SECONDS EAST A DISTANCE

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EXHIBIT A
(continued)

OF 867.53 FEET TO A POINT ON THE NORTHERLY LINE OF THE
NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY AND THE TERMINUS OF
THIS CENTERLINE DESCRIPTION.

RIGHT-OF-WAY NO. 2: (FOR OVERHANG OR UNDERGROUNDING OF
FACILITIES ONLY)

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED
PARCEL B;
THENCE NORTH 89 DEGREES 33 MINUTES 49 SECONDS WEST A DISTANCE
OF 431.05 FEET ALONG THE NORTH LINE THEREOF TO THE CENTER OF
AN EXISTING TRANSMISSION LINE AND THE TRUE POINT OF BEGINNING
OF THIS CENTERLINE DESCRIPTION;
THENCE SOUTH 55 DEGREES 26 MINUTES 45 SECONDS EAST A DISTANCE
OF 28.53 FEET TO A POINT ON THE SOUTH LINE OF THE
ABOVE-DESCRIBED PARCEL B AND THE TERMINUS OF THIS CENTERLINE
DESCRIPTION.

THE ABOVE DESCRIBED EASEMENTS TO BE EITHER LENGTHENED OR
SHORTENED ACCORDINGLY TO INTERSECT WITH THE ABOVE DESCRIBED
PROPERTIES.

EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED WHEREBY THE
GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES,
MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING,
DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS
SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL
PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY;
TOGETHER WITH THE RIGHT, UPON PAYING REASONABLE COMPENSATION,
TO ACQUIRE RIGHTS OF WAY FOR TRANSPORTING AND MOVING PRODUCTS
FROM OTHER LANDS, CONTAINED IN DEED
FROM: SKAGIT REALTY COMPANY
RECORDED: OCTOBER 23, 1915
AUDITOR'S NO.: 110291, RECORDS OF SKAGIT COUNTY, WASHINGTON
AFFECTS: PORTION IN THE SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER

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EXHIBIT A
(continued)

AS FOLLOWS: EXCEPTING AND RESERVING, HOWEVER, ALL MINERAL AND MINERAL OILS IN OR UNDER ANY OF SAID LAND, WITHOUT, HOWEVER, ANY RIGHT IN, TO OR UPON THE SURFACE OF ANY OF SAID LAND

NOTE: NO SEARCH OF THE RECORD HAS BEEN MADE AS TO THE PRESENT OWNERSHIP OF SAID RIGHTS.

EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; TOGETHER WITH THE RIGHT, UPON PAYING REASONABLE COMPENSATION, TO ACQUIRE RIGHTS OF WAY FOR TRANSPORTING AND MOVING PRODUCTS FROM OTHER LANDS, CONTAINED IN DEED

FROM: THE STATE OF WASHINGTON

RECORDED: JULY 28, 1908

AUDITOR'S NO.: 68626 RECORDS OF SKAGIT COUNTY, WASHINGTON

EXECUTED BY: THE WOLVERING COMPANY

AFFECTS: PORTION IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER

AS FOLLOWS: EXCEPTING AND RESERVING UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL MINERAL AND MINERAL OILS IN, OR UNDER ANY OF SAID LANDS, WHETHER SAID MINERAL OR MINERAL OILS ARE NOW KNOWN, OR SHALL HEREAFTER BE DISCOVERED; WITHOUT HOWEVER ANY RIGHT IN, TO OR UPON THE SURFACE OF ANY OF SAID LANDS

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, DISCLOSED BY INSTRUMENT(S);

RECORDED: FEBRUARY 26, 1935

AUDITOR'S NO(S): 267764, RECORDS OF SKAGIT COUNTY, WASHINGTON

IN FAVOR OF: DRAINAGE DISTRICT NO. 14 OF SKAGIT COUNTY WASHINGTON

9589412



200606210063
Skagit County Auditor

EXHIBIT A
(continued)

FOR: RIGHT OF WAY FOR DRAINAGE DITCH PURPOSES. TOGETHER WITH
RIGHT OF INGRESS AND EGRESS
AFFECTS: PORTION IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER AND OTHER PROPERTY

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF,
DISCLOSED BY INSTRUMENT(S);
RECORDED: SEPTEMBER 14, 1956
AUDITOR'S NO(S): 541476, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: PACIFIC NORTHWEST PIPELINE CORPORATION
FOR: CONSTRUCTING, MAINTAINING, ETC. PIPELINE OR PIPELINES
AFFECTS: PORTION IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER AND OTHER PROPERTY

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF,
DISCLOSED BY INSTRUMENT(S);
RECORDED: NOVEMBER 26, 1956
AUDITOR'S NO(S): 544543, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: CASCADE NATURAL GAS CORPORATION
FOR: CONSTRUCTING, MAINTAINING, ETC. PIPELINE OR PIPELINES
AFFECTS: PORTION IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER AND OTHER PROPERTY

SAID INSTRUMENT WAS CORRECTED BY INSTRUMENT DATED AUGUST 3,
1957, AND RECORDED SEPTEMBER 9, 1957, UNDER AUDITOR'S FILE
NO. 555867, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;
ENTERED INTO;
BY: NORTHWEST PIPELINE CORPORATION
AND BETWEEN: JOHN A. LANGE AND GAYLE LANGE
RECORDED: OCTOBER 10, 2001
AUDITOR'S NO.: 200110100109, RECORDS OF SKAGIT COUNTY,
WASHINGTON

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EXHIBIT A
(continued)

PROVIDING: AUTHORIZATION FOR SPECIFIC ENCROACHMENT
AFFECTS: PORTION IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;
ENTERED INTO;
BY: JOHN A. LANGE AND JOY G. LANGE
AND BETWEEN: NORTH COUNTY BANK
RECORDED: JANUARY 22, 2002
AUDITOR'S NO.: 200201220096, RECORDS OF SKAGIT COUNTY,
WASHINGTON
PROVIDING: HAZARDOUS SUBSTANCES AGREEMENT
AFFECTS: SAID PREMISES

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, CREATED
BY INSTRUMENT(S);
RECORDED: JULY 5, 2002
AUDITOR'S NO(S): 200207050100, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: NORTHWEST PIPELINE CORPORATION
FOR: PIPELINE AND RELATED RIGHTS
AFFECTS: PORTION IN THE NORTHEAST QUARTER

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, CREATED
BY INSTRUMENT(S);
RECORDED: JULY 25, 2002
AUDITOR'S NO(S): 200207250019, RECORDS OF SKAGIT COUNTY,
WASHINGTON
IN FAVOR OF: JOHN A. LANGE AND GAYLE LANGE
FOR: UTILITIES, DRAINAGE, SEWER LINES, ETC.
AFFECTS: THIS AND OTHER PROPERTY

EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED
BY INSTRUMENT(S);
RECORDED: APRIL 7, 2003
AUDITOR'S NO(S): 200304070119, RECORDS OF SKAGIT COUNTY,

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EXHIBIT A
(continued)

WASHINGTON
IN FAVOR OF: PUGET SOUND ENERGY, INC.
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER
WITH NECESSARY APPURTENANCES

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;
ENTERED INTO;
BY: SAUK MOUNTAIN VILLAGE, L.L.C., ET AL
AND BETWEEN: CITY OF SEDRO WOOLLEY, ET AL
RECORDED: MAY 7, 2003
AUDITOR'S NO.: 200305070172, RECORDS OF SKAGIT COUNTY,
WASHINGTON
PROVIDING: DEVELOPMENT CONDITIONS AND PROVISIONS

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;
ENTERED INTO;
BY: CITY OF SEDRO WOOLLEY, ET AL
AND BETWEEN: CITY OF SEDRO WOOLLEY, ET AL
RECORDED: MAY 7, 2003
AUDITOR'S NO.: 200305070171, RECORDS OF SKAGIT COUNTY,
WASHINGTON
PROVIDING: DEVELOPMENT CONDITIONS AND PROVISIONS

SAID INSTRUMENT IS A RE-RECORDING OF INSTRUMENT(S);
RECORDED: MARCH 26, 2003
AUDITOR'S FILE NO(S): 200303260180, RECORDS OF SKAGIT COUNTY
WASHINGTON

AMENDED BY INSTRUMENT(S):
RECORDED: FEBRUARY 13, 2004 AND MARCH 2, 2004
AUDITOR'S NO(S): 200402130064 AND 200403020063, RECORDS OF
SKAGIT COUNTY, WASHINGTON

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;

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EXHIBIT A
(continued)

ENTERED INTO:
BY: JOHN AND GAYLE LANGE, ET AL
AND BETWEEN: CITY OF SEDRO WOOLLEY, ET AL
RECORDED: JUNE 9, 2003
AUDITOR'S NO.: 200306090031, RECORDS OF SKAGIT COUNTY,
WASHINGTON
PROVIDING: DEVELOPMENT CONDITIONS AND PROVISIONS

COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS CONTAINED
IN DECLARATION(S) OF RESTRICTION, BUT OMITTING ANY COVENANT,
CONDITION OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX,
HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY
TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER
42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO
HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS;
RECORDED: JUNE 9, 2003
AUDITOR'S NO(S): 200306090033, RECORDS OF SKAGIT COUNTY,
WASHINGTON
EXECUTED BY: JOHN AND GAYLE LANGE

AMENDED BY INSTRUMENT(S):
RECORDED: JUNE 30, 2003 AND JANUARY 28, 2004
AUDITOR'S NO(S): 200306300001 AND 200401280120, RECORDS OF
SKAGIT COUNTY, WASHINGTON

EASEMENT DELINEATED ON THE FACE OF SAID PLAT;
FOR: UTILITIES
AFFECTS: 10 FEET ADJOINING ROAD

EASEMENT PROVISIONS CONTAINED ON THE FACE OF SAID PLAT, AS
FOLLOWS:

EASEMENTS ARE GRANTED TO SAUK MT. VIEW ESTATES SOUTH
HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, THE
PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY ENABLING THE GRANTEE
TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND

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EXHIBIT A
(continued)

MAINTENANCE OF STORMWATER UTILITIES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, REMOVE, RESTORE, ALTER, REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PIPES, DITCHES, CONVEYANCES, PONDS AND OTHER FACILITIES OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTOR. ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH OR OTHER GROWTH STANDING OR GROWING UPON THE LAND OF THE GRANTOR, WHICH, IN THE OPINION OF THE SAUK MT. VIEW ESTATES SOUTH HOMEOWNERS ASSOCIATION, CONSTITUTES A MENACE OR DANGER TO SAID LINE(S) OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE(S).

GRANTOR, ITS HEIRS, SUCCESSOR OR ASSIGNS HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE SAUK MT. VIEW ESTATES SOUTH HOMEOWNERS ASSOCIATION. GRANTOR SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTOR'S PROPERTY SO AS NOT TO INTERFERE WITH, CONSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER, MAINTAINED UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE CITY'S USE OF THE EASEMENT.

THE SAUK MT. VIEW ESTATES SOUTH HOMEOWNERS ASSOCIATION MAY ASSIGN ITS RIGHTS UNDER THIS EASEMENT TO ANY MUNICIPALITY, PUBLIC DISTRICT OR OTHER ENTITY.

EASEMENTS ARE GRANTED TO THE CITY OF SEDRO-WOOLLEY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY ENABLING THE CITY TO DO ALL THINGS NECESSARY OR PROPER IN THE CONSTRUCTION AND MAINTENANCE OF SEWER, STORMWATER AND COMMUNICATION LINE(S), AND OTHER MUNICIPAL AND PUBLIC UTILITIES OR RELATED FACILITIES, INCLUDING THE RIGHT TO

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EXHIBIT A
(continued)

CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, REMOVE, RESTORE, ALTER, REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PIPES, LINE OR SEWER, STORMWATER, AND COMMUNICATION LINES OR OTHER MUNICIPAL AND PUBLIC FACILITIES OR OTHER SIMILAR PUBLIC SERVICES OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTOR; ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH OR OTHER GROWTH STANDING OR GROWING UPON THE LAND OF THE GRANTOR WHICH, IN THE OPINION OF THE CITY, CONSTITUTES A MENACE OR DANGER TO SAID LINE(S) OR TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINE(S). THE GRANTOR AGREES THAT TITLE TO ALL BRUSH, OTHER VEGETATION OR DEBRIS TRIMMED, CUT AND REMOVED FROM THE EASEMENT PURSUANT TO THIS AGREEMENT IS NOW VESTED IN THE CITY.

GRANTOR, ITS HEIRS, SUCCESSORS OR ASSIGNS, HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE CITY PUBLIC WORKS DIRECTOR. GRANTOR SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTOR'S PROPERTY SO AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER MAINTAINED UPON THE EASEMENT OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE CITY'S USE OF THE EASEMENT.

GRANTEE MAY ASSIGN THE RIGHTS UNDER THIS EASEMENT BY AGREEMENT, ASSIGNMENT, FRANCHISE OR OTHER DEVICE TO ANY PUBLIC OR PRIVATELY OWNED UTILITY.

ASSESSMENTS OR CHARGES AND LIABILITY TO FURTHER ASSESSMENTS OR CHARGES, INCLUDING THE TERMS, COVENANTS, AND PROVISIONS THEREOF, DISCLOSED IN INSTRUMENT(S);

RECORDED: JUNE 9, 2003

AUDITOR'S NO(S): 200306090033, RECORDS OF SKAGIT COUNTY,

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EXHIBIT A
(continued)

WASHINGTON
IMPOSED BY: SAUK MT. VIEW ESTATES SOUTH HOMEOWNERS
ASSOCIATION

AMENDED BY INSTRUMENT(S):
RECORDED: MARCH 2, 2004
AUDITOR'S NO(S): 200403020062, RECORDS OF SKAGIT COUNTY,
WASHINGTON

BUILDING SETBACK LINE(S) DELINEATED ON THE FACE OF SAID PLAT.

TERMS, CONDITIONS, AND RESTRICTIONS OF THAT INSTRUMENT
ENTITLED DEVELOPER'S INDEMNIFICATION OF FUTURE OWNERS;
RECORDED: NOVEMBER 7, 2003
AUDITOR'S NO(S): 200311070075, RECORDS OF SKAGIT COUNTY,
WASHINGTON

AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF;
ENTERED INTO;
BY: DUKES HILL, LLC AND JOHN A. LANGE
AND BETWEEN: CITY OF SEDRO WOOLLEY
RECORDED: JANUARY 29, 2004
AUDITOR'S NO.: 200401290098, RECORDS OF SKAGIT COUNTY,
WASHINGTON
PROVIDING: DEVELOPMENT AGREEMENT

AMENDED BY INSTRUMENT(S):
RECORDED: FEBRUARY 3, 2004
AUDITOR'S NO(S): 200402030145, RECORDS OF SKAGIT COUNTY,
WASHINGTON

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 29 SAUK MOUNTAIN VIEW ESTATES-SOUTH A'S 200306090032

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EXHIBIT A
(continued)

Permanent Parcel Number: P120690
SEAN P. DUNNE AND SHERYL DUNNE, HUSBAND AND WIFE

1285 ARREZO DRIVE, SEDRO WOOLLEY WA 98284
Loan Reference Number : 8013589612
First American Order No: 9589412
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 DUNNE
9589412

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST



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