

Return to:
WASHINGTON FEDERAL SAVINGS
Burlington
PO Box 527
Burlington, WA 98233
Attn:



200608300106

Skagit County Auditor

8/30/2006 Page 1 of 5 12:20PM

[Space Above This Line For Recording Data]

Loan Number 239658-8

ADDITIONAL ADVANCE AGREEMENT

THIS ADDITIONAL ADVANCE AGREEMENT made and entered on 08/25/06
by and between DONALD L HERBAUGH AND HELEN E HERBAUGH, HUSBAND AND WIFE
("Borrower"/Grantor),
and Washington Federal Savings, a United States corporation ("Lender"/Beneficiary/Grantee).

RECITALS:

- A. On or about 01/17/01, Borrower, in connection with Loan number 239658-8, executed and delivered to Lender a Note (the "Original Note") in the original principal sum of FIFTY THOUSAND AND NO/100S (\$50,000.00), providing for interest on the unpaid balance.
- B. On or about the same date, Borrower executed and delivered to Lender, as security for the payment of the Original Note, a Mortgage or Deed of Trust (the "Security Instrument"). The Security Instrument was recorded in the office of the County Recorder, County Auditor or County Clerk of SKAGIT County, State of WA, on 01/17/01 as Auditor's/Recorder's number 200101190084. The Security Instrument covers the following described real property (the "Property").

PTN SW 1/4 SE 1/4, 3-34-3 E W.M.

SEE THE 5th PAGE OF THIS DOCUMENT FOR THE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND BY THIS REFERENCE INCORPORATED HEREIN.

Assessor's Property Tax Parcel/Account Number(s): 34030340040002

- C. Borrower is indebted to Lender under the obligation evidenced by the Original Note, and Lender is the owner and holder of the indebtedness evidenced by the Original Note.

Borrower's Initials

DL
HE

D. Borrower has requested and obtained approval from Lender for additional funds (the "Additional Advance") in the amount of

EIGHTEEN THOUSAND ONE HUNDRED AND NO/100S
(**\$18,100.00**) and has executed and delivered to Lender a Note (the "Additional Note") of even date, in the original principal amount of the Additional Advance, providing for interest on the unpaid balance at the rate of **SIX AND ONE QUARTER** percent (**6.250** %) per annum, and maturing on **02/01/31**. Borrower acknowledges the Additional Advance as evidenced by the Additional Note is secured by the Security Instrument and is subject to the terms of all other instruments delivered to Lender in connection with the Original Note and Security Instrument, including particularly any Construction Loan Agreement or Land Loan Agreement.

E. Except as noted in this Agreement, the obligations evidenced by the Additional Note and the Original Note are to be repaid in the same proportions and are to be subject to the same terms, provisions, agreements, and stipulations.

F. Lender and Borrower have agreed that the loans evidenced by the Original Note and the Additional Note shall be consolidated as to both debts and as a first priority lien as set forth below.

NOW, THEREFORE, as an integral part of the loan transaction related to the Additional Note, as a condition to Lender making the Additional Advance, for valuable consideration, and in consideration of the mutual promises, covenants, conditions, and stipulations set forth in this Additional Advance Agreement, the parties agree as follows:

1. **PRINCIPAL LOAN BALANCE.** The unpaid principal balance owing under the Original Note after application of the payment of **\$330.98** plus Escrow Items, if any, due on **09/01/06** will be **\$46,623.18**. Both the Original Note and the Additional Note are secured by the Security Instrument, as modified by this Agreement. The total principal of the Original Note as calculated above and the Additional Note, will be **\$64,723.18**

2. **CONSOLIDATION OF OBLIGATIONS.** The debts evidenced by the Original Note and the Additional Note and secured by the Security Instrument shall be and they are hereby merged and consolidated to the same extent as if simultaneously loaned and advanced to Borrower.

3. **DISBURSEMENT OF LOAN PROCEEDS; LIEN PRIORITY STATUS; NEW CONSOLIDATED PAYMENT.** Upon recordation of this Agreement, the net proceeds of the Additional Advance will be disbursed to the order of Borrower (and each of them, if more than one). The debts evidenced by the Original Note and the Additional Note shall together be and remain a first lien upon the Property without priority of one over another, and shall secure the repayment of the present gross indebtedness with interest on the unpaid balance. Said repayment shall be in accordance with all the terms and provisions of the two Notes, subject to the terms and conditions of Paragraph 6 of this Additional Advance Agreement.

4. **INCORPORATION OF ADDITIONAL NOTE AND ADDITIONAL ADVANCE AGREEMENT AS PART OF "LOAN DOCUMENTS".** Any right, remedy, or security which is held by or available to Lender in connection with either the Original Note, the Additional Note or the Security Instrument, and including any right, remedy, or security provided by any Assignment of Rents and Income, or any Construction Loan Agreement or Land Loan Agreement, shall apply to both the Original Note, the Additional Note and the Security Instrument, irrespective of whether the instrument creating such right, remedy, or security refers only to one of the instruments described in this Agreement, and regardless of whether the instrument creating such right, remedy, or security was executed by less than all persons identified as Borrower.

5. **DEFAULT.** Any default in either of the Original Note or Additional Note, under any other instrument securing the payment of either of the Notes, under any instrument relating to or under any instrument providing any right, remedy, or security in connection with either of the Notes or the Security Instrument, shall constitute a default in and under all of the instruments referred to in this Paragraph.

6. **PREFERENCE OF TERMS OF ADDITIONAL NOTE; MATURITY DATE AND LOAN INTEREST RATE.** The terms of the Additional Note and of all instruments in any way related to the loan associated with the Additional Note, including this Additional Advance Agreement, shall govern and apply to the extent of any conflict or inconsistency whatsoever which may exist between such instruments and the Original Note. However, any prepayment charge provision associated with the Original Note, either according to its terms or as created by an addendum to the Original Note or a modification of the Original Note, will continue to be effective as to the Original Note, as amended and the Additional Note, as amended, as well as any other notes executed with Lender until the expiration of the terms of the prepayment language. Without limiting the general application of the foregoing, the following shall apply:



200608300106
Skagit County Auditor

a. **MATURITY DATE.** The Maturity Date set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Maturity Date on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be 02/01/31.

b. **LOAN INTEREST RATE.** The Loan Interest Rate set forth in the Additional Note shall modify and apply to the Original Note and the Security Instrument. The Loan Interest Rate on the entire loan, including the Original Note (as modified by this Additional Advance Agreement) and the Additional Note, is now and shall be SIX AND ONE QUARTER percent (6.250 %)

7. **NEW PRINCIPAL AND INTEREST PAYMENT.** Effective with the payment due on 10/01/06 the monthly principal and interest payment on the entire loan, including the Original Note and the Additional Note (as modified by this Additional Advance Agreement) will be \$431.22.

8. **SURVIVAL OF TERMS.** Except as set forth in this Additional Advance Agreement, all of the terms, covenants, and conditions of all of the instruments referred to herein shall remain in full force and effect. Notwithstanding any provision hereof which might be construed to the contrary, this Additional Advance Agreement shall in no way affect the validity, priority, or binding effect of the Security Instrument.

9. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lender and Borrower.

WASHINGTON FEDERAL SAVINGS

By:

Doreen Nyström
DOREEN NYSTRÖM

Title: ASSISTANT MANAGER

BORROWER'S ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

The undersigned Borrower, and each of them, acknowledge receipt and accept the terms and conditions of the above stated Additional Advance Agreement.

Donald Herbaugh
DONALD L HERBAUGH

Helen E. Herbaugh
HELEN E HERBAUGH

(Over for notary acknowledgements)

(Page 3 of 4)



200608300106

Skagit County Auditor

8/30/2006 Page

3 of

5 12:20PM

Skagit County Auditor

200608300106



(Page 4 of 4)

Dated: _____
(Seal or Stamp)
Notary Public in and for the State of _____
residing at _____
My commission expires _____

of _____
(Name of the Party on Behalf of Whom the Instrument was Executed)
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
(Type of Authority, e.g., Officer, Trustee)

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the
[Name(s) of person(s)]

I certify that I know or have satisfactory evidence that
COUNTY OF _____
STATE OF _____
()
() ss.
()



Dated: 8/25/06
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the
[Name(s) of person(s)]
My commission expires 3/10/10
residing at Mount Vernon
Notary Public in and for the State of Washington
(Signature) Doreen K. Myster

I certify that I know or have satisfactory evidence that
COUNTY OF Skagit
STATE OF Washington
()
() ss.
()
Donald L. Herbaugh and Helen E. Herbaugh

DESCRIPTION:

That portion of the following described property lying Northerly of the Northerly line of Ovenell Road No. 3150;
(Also known as Ball Road.)

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 3, said point being North $89^{\circ}17'30''$ West, 1,312.9 feet from the Section corner common to Sections 2, 3, 10 and 11;
thence along the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, North $89^{\circ}17'30''$ West, 656.4 feet;
thence North $01^{\circ}01'00''$ West, 676.3 feet to the centerline of the Boyd Hill ditch, which point is witnessed by a 2 inch iron pipe set South $01^{\circ}01'00''$ East, 10 feet;
thence along the centerline of said Boyd Hill ditch North $58^{\circ}00'30''$ East, 405.3 feet;
thence North $42^{\circ}09'30''$ East, 340.8 feet;
thence South $89^{\circ}56'30''$ East, 76.7 feet to the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 3, said point being witnessed by a 2 inch iron pipe set South $00^{\circ}57'30''$ East, 10.0 feet;
thence along the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ North $00^{\circ}57'30''$ West, 189.8 feet to the Northeast corner thereof;
thence North $89^{\circ}24'00''$ West along the North line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 1,315.6 feet to the Northwest corner thereof;
thence South $01^{\circ}04'30''$ East along the West line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 1,339.1 feet to the South line of the said subdivision;
thence East along the South line to the point of beginning.

EXCEPT the following described tracts:

1.) Beginning at the Northeast corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South along the East line hereof, a distance of 194.6 feet, more or less, to the North line of that certain 30 foot strip of land described in deed recorded May 4, 1944, under Auditor's File No. 371228, known as the Ovenell Road; thence Westerly along the North line of said Ovenell Road, a distance of 100 feet; thence Northwesterly to a point on the North line of said subdivision that is 150 feet West of the point of beginning; thence East along the North line of said subdivision, 150 feet to the point of beginning.

2.) The West 260.25 feet (as measured along the North line) of that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 3 East, W.M., lying Northerly of the Northerly line of Ovenell Road No. 3150, also known as Ball Road.

3.) Any portion thereof condemned by Drainage District 19 by decree entered December 5, 1922, in Skagit County Superior Court Cause No. 8889.

Situate in the County of Skagit, State of Washington.



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