

Recording requested by and  
when recorded return to:  
CONSUMER LOAN RECORDS CENTER  
1170 SILBER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTXX



200706080192  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY



Washington  
Mutual

125900-P

## DEED OF TRUST

Loan Number: 0750532343

THIS DEED OF TRUST is between:  
GERALD A. ANDERSON AND EVONNE G. ANDERSON, HUSBAND AND WIFE

whose address is:

8208 178TH AVE SW ROCHESTER, WA 98579-9515

("Grantor"); LAND TITLE COMPANY, a WASHINGTON  
corporation, the address of which is:

111 EAST GEORGE HOPPER ROAD BURLINGTON, WA 98233

and its successors in trust and assigns ("Trustee"); and  
WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS  
2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("BENEFICIARY") AND  
ITS SUCCESSORS OR ASSIGNS.

1. Granting Clause. Grantor hereby grants, bargains, sells and conveys to Trustee in  
trust, with power of sale, the real property in SKAGIT County, Washington,  
described below and all interest in it Grantor ever gets:

Lot 44, Country Aire, PH.1.

This Deed of Trust is second and subordinate to 200706080191 first Deed of  
Trust in the amount of \$114,760.00 recording concurrently herewith.

Tax Parcel Number: 46050000440003 together with all  
insurance and condemnation proceeds related to it; all income, rents and profits from it; all

plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property". To the extent that any of the Property is personal property Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute the Security Agreement between Grantor and Beneficiary. Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law. As used herein "State" shall refer to the State of Washington.

2. **Security.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and the payment of:

THIRTY THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100 Dollars  
( \$30,891.00 ) (called the "Loan") with interest as provided in the note which evidences the Loan (the "Note") and any renewals, modifications, or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note and this Deed of Trust are called the "Debt."

☐ If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount to also change.

3. **Representations of Grantor.** Grantor represents that:

(a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easements, reservations and restrictions of record not inconsistent with the intended use of the Property and any existing mortgage, deed of trust or real estate contract given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. **Sale, Transfer or Further Encumbrance of Property.** The Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;



(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause and the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or at the Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale; and

(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 5(f)

**6. Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage, deed of trust or real estate contract, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the rate of interest specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

**7. Remedies for Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Note, or if Grantor fails to comply with any other term, condition, obligation, or covenant contained in the Note or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Note. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts.



(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law, the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any other action available to law or in equity. Beneficiary may also take such other action as it considers appropriate including the securing of appointment of a receiver and/or exercising the rights of a secured party under the Uniform Commercial Code as then in effect in State. During pendency of any foreclosure or other realization proceedings Beneficiary shall also have the right to collect the income, rents and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note and shall have the right to secure the appointment of a receiver for the Property; its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

**9. Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable costs of searching records, other reasonable expenses as allowed by law and reasonable lawyers' fees: in any lawsuit or other proceeding to foreclose this Deed of Trust in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code; and any action taken in bankruptcy or appellate proceeding.

**10. Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary following satisfaction of the Debt and other obligations secured hereby. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law.

**11. Trustee; Successor Trustee.** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

**12. Savings Clause.** If a law, which applies to this Deed of Trust or the Note and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Note exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to



make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

**13. Miscellaneous.** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law, and, to the extent federal law does not apply the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

**14. Beneficiary and Similar Statements.** Beneficiary may assess a Statement Fee for providing a beneficiary statement, payoff statement or other statement in an amount determined by Beneficiary, except as prohibited by law.

**15. Riders.** If one or more riders are executed by Grantor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Condominium Rider      ☐ Other: \_\_\_\_\_ (specify)
- ☐ Planned Unit Development Rider



By signing below Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed by Grantor concurrently therewith.

DATED at Stamwood, Washington this 30<sup>th</sup> day of May, 2007.

Gerald A. Anderson  
GERALD A ANDERSON

Evonne N. Anderson  
EVONNE G ANDERSON



200706080192

Skagit County Auditor

6/8/2007 Page

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STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me:  
GERALD A ANDERSON \_\_\_\_\_ and  
EVONNE G ANDERSON \_\_\_\_\_ and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to me known to be the individuals described and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this May day of 2007.

*Clare Isaac*  
Notary Public in and for the State of Washington  
Residing at: Camano Island  
My Commission expires: 11-29-2009

**REQUEST FOR FULL RECONVEYANCE**  
(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

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

DATED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail reconveyance to \_\_\_\_\_



**PROMISSORY NOTE  
(FIXED RATE)**



**Washington  
Mutual**

Date: 05/29/2007

Loan Number: 0750532343

**Promise to Pay.** In return for a loan which I have received, I promise to pay to:

**WASHINGTON MUTUAL BANK**

("Lender") or order, in lawful money of the United States of America, the principal amount of:

**THIRTY THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100**

Dollars

( **\$30,891.00** ) together with interest thereon. This Promissory Note is referred to herein as "Note" or "Agreement".

**Interest.** Interest will be due on the unpaid principal balance until paid in full. I will pay interest at the yearly rate of **9.190 %**.

Interest on this Note is computed on a 365/365 (366/366 in a leap year) simple interest basis. Interest accrues on a daily basis, that is, by applying the ratio of the Interest Rate over the number of days in the year multiplied by the actual number of days the principal balance is outstanding.

If for any reason Lender fails to make an adjustment to the interest rate or payment amount as described in the Note, regardless of any notice requirements, I agree that Lender may, to the extent permitted by law, upon discovery of such failure, then make the adjustments as if they had been made on time. To the extent permitted by law, I also agree not to hold Lender responsible for any damages to me which may result from Lender's failure to make the adjustment and to let Lender, at its option, apply excess amounts which I may have paid as a partial prepayment of unpaid principal.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this loan exceed permitted limits, then: (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

**Payment.** I will pay this loan in **360** payments in the initial amount of **\$252.95** U.S. Dollars each. Payments will generally include principal and interest. My first payment is due on **07/01/2007**, and all subsequent payments are due on the same day of each month after that. I will pay remaining amounts due on this Note on **06/01/2037** (the "Maturity Date"). Unless otherwise required by law, payments shall be applied to accrued but unpaid interest, then to principal then due, then to late fees, then to other fees and charges and finally to principal not yet due.

If I do not make my payments on their due date, a greater portion of the payment will be applied to interest and a lesser portion will be applied to principal. This may result in a larger amount due on the Maturity Date.

All payments must be made in good funds by check, money order, wire transfer, automatic or other transfer from an account at an institution offering such service or other instrument in U.S. Dollars.

Payments shall be mailed to:

**WASHINGTON MUTUAL BANK  
CONSUMER LENDING -- BR2CLFL  
PO BOX 6868  
LAKE WORTH, FL 33466**

or such other address as Lender may advise in writing from time to time. If by mail, such shall be postage prepaid.

Lender can accept and apply any late or partial payments, payments marked "Payment in Full" or similar statement or with a request to apply a payment in a particular manner to amounts I owe under this Agreement without liability on Lender's part and without losing any of its rights in connection with this loan.

**Prepayment.**

A prepayment fee will not apply to this loan. In any event, if you pay off early you will not be entitled to a refund of the loan fee (if any) or any other finance charges already paid.



**200706080192  
Skagit County Auditor**



If I make partial prepayment, there will be no change to the due date of my scheduled payments nor reduction in the amount of my monthly payment unless Lender agrees to such change or reduction in writing, at its discretion. In the event of prepayment, the amount prepaid shall be applied in the order set forth above. Interest on the amount prepaid shall be calculated on a 365/365 day basis (366/366 in a leap year).

**Late Fees and Collection Charges.** In addition to Lender's rights upon default, if Lender does not receive my required minimum monthly payment within 15 days after the payment due date, I will pay a late fee of fifteen Dollars (\$15.00) or five percent (5.000 %) of the amount then due, whichever is greater, unless the amount exceeds the maximum amount permitted by law. Unless prohibited by applicable law, in addition, upon default I will pay all Lender's reasonable costs and collection charges, whether or not there is a lawsuit, including without limit, attorneys' fees and legal expenses for bankruptcy or civil proceedings including Lender's efforts to modify or vacate an automatic stay or injunction, appeals and any anticipated post-judgement collection services and whether or not such are incurred by Lender's employees or third parties.

**Default.** I will be in default if any of the following happens: (a) I fail to make any payment under this Note when due; (b) I break any promise I have made to Lender or I fail to comply with or to perform when due any other term, obligation, covenant or condition contained in this Note, the Security Instrument, if any, any other agreement related to this Note or any other agreement or loan I have with Lender, all of which are material; (c) any representation or statement made or furnished to Lender by me or on my behalf with respect to this Note is false or misleading in any material respect either now or at the time made or furnished; (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors or any proceeding is commenced either by me or against me under any bankruptcy or insolvency law; (e) any garnishment, attachment or execution is issued against me or any asset owned by me; (f) any of the events described in this Default Section occurs with respect to any guarantor of this Note; or (g) I have a material adverse change in my financial condition.

**Lender's Rights.** Upon default, Lender may declare the entire unpaid principal balance on this Note, all accrued interest and any other amounts due hereunder or under any document related hereto including without limit, the Security Instrument, if any, immediately due and payable without notice and I shall pay such amount. Upon my failure to pay all amounts declared due pursuant to this section, including the failure to pay in full on the Maturity Date, Lender may, at its option, unless prohibited by applicable law, also add unpaid interest and any amounts due under any other document related hereto including, without limit, the Security Instrument, if any, to principal and such sum shall bear interest therefrom until paid at the rate provided in this Note. To the extent permitted by law, any such rights shall be in addition to any other rights Lender may have hereunder or at law or in equity.

**Returned Items.** I will pay a return item charge of \$20.00 if any check, draft, other item or preauthorized or other transfer to pay any amount due hereunder is dishonored or returned unpaid for any reason, unless applicable law requires a lower charge or prohibits such charge.

**Setoff.** Lender is authorized, unless prohibited by applicable law, to charge or setoff all sums owing on this Note or otherwise related hereto against any and all accounts, whether checking, savings or otherwise, including without limit, all accounts held jointly by me with someone else and all accounts I may open in the future.

**Collateral.** In addition to the protections given to Lender under this Note, a Mortgage, Deed of Trust, Trust Indenture or Security Agreement (the "Security Instrument") dated the same day as this Note protects Lender from possible losses which might result if I do not keep promises which I make in this Note. I will pay any costs or Lender's fees to have Lender's lien or security interest as applicable, if any, subordinated or reconveyed. The Security Instrument secures:

Real Property located at:

1212 GILKEY RD.

BURLINGTON, WA 98233

That agreement contains a due on sale provision:

**Sale, Transfer or Further Encumbrance of the Property.**

The Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.



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**Delay in Enforcement.** To the extent permitted by law, Lender may delay or waive the enforcement of any of Lender's rights under this Agreement without losing that right or any other right; and if Lender delays or waives any of its rights, Lender may enforce that right at any time in the future without advance notice.

**Presentment.**

I, to the extent permitted by law, waive any statutes of limitations, and any legal requirements of presentment, demand, protest, notice of dishonor and notice of protest of this Agreement.

**Credit Information.** Lender may obtain credit reports on me at any time, at Lender's sole option, for any reason including, but not limited to, for determining whether there has been any change in my financial condition. Lender may release information to others (such as credit bureaus, merchants, other financial institutions and any of its affiliate companies) about the status and history of my loan. I also agree that Lender may release information to comply with governmental reporting or legal process which Lender believes may be required, whether or not such is in fact required, when necessary or helpful in completing a transaction or when investigating a loss or potential loss. **WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

**Transfer and Assignment.** Without prior notice or approval from me, Lender has the right to sell or transfer this loan to another lender, entity or person. My rights and obligations under this loan may not be transferred, assigned or assumed. My obligations, however, are binding upon my heirs and legal representatives.

**Notices.** I or my representative will notify Lender immediately if I change my name, address or employer, if I die, am declared incompetent or if I am a subject of a bankruptcy or insolvency proceeding. A notice of incompetence is not effective unless issued by a court of competent jurisdiction and Lender receives notice and instruction from the court. Notwithstanding the above, Lender may, at its option, accept other evidence of incompetence acceptable to Lender. I will indemnify and hold Lender harmless relating to acceptance or non-acceptance of proof of incompetence.

Except as otherwise provided in this Agreement, notice hereunder must be in writing. Notices shall be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, or when delivered in person, or sent by registered or certified mail or by nationally recognized overnight carrier. Notice to me will be sent to my last known address in Lender's records for this loan. Notice to any of us, if more than one, shall be deemed notice to all of us. Notice to Lender shall be sent to:

WASHINGTON MUTUAL BANK  
CONSUMER LENDING -- BR2CLFL  
PO BOX 6868  
LAKE WORTH, FL 33466

Any party may change its address for receipt of notice hereunder by giving written notice to the other parties as set forth herein, specifying the purpose of the notice is to change the party's address.

**Tax Consequences.** I understand that neither Lender nor any of its employees or representatives makes any representation or warranty whatsoever concerning the tax consequences related hereto, including the deductibility of interest, and that neither Lender nor any of its employees or representatives will be liable in the event interest on my loan is not deductible.

**Governing Law.** This Note will be governed by and interpreted in accordance with the laws of the United States of America and, to the extent that such laws are not applicable, with the internal laws of the State of Nevada (without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties). Interest shall be charged at rates allowed to any class of lender by the laws of the State of Nevada.

**Interpretation.** The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. This Agreement is the best evidence of my agreement with Lender. If a court responsible for interpreting this Agreement finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid and enforced and the rest of this Agreement is therefore binding, valid, and enforceable. If Lender or I go to court or otherwise seek to enforce this Agreement, Lender can use a copy of any annual or other periodic statement, this Agreement or any other document to prove what I owe to Lender or that a transaction took place or otherwise. The copy will have the same validity as the original. Lender's most current periodic statement, if any, is the



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Skagit County Auditor

**Miscellaneous Provisions.** In the event that Lender at any time discovers this Note or any other document related to this loan contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error, I agree, upon notice of Lender, to execute any documents necessary to correct such errors; I also agree that I will not hold Lender responsible for any damage to me which may result from such error. If this Note or any document related to this loan is lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor signed by Lender, then I will sign and deliver to Lender a document identical in form and content which will have the effect of the original for all purposes.

**Obligations of Persons Signing This Note.** The persons signing this Note are jointly and severally liable; this means that if more than one person signs, each person is fully and personally liable and can be required to pay the entire amount due and to fulfill all obligations under this Note. Upon any change of this Note, unless otherwise expressly stated in writing by Lender, no party who signs this Note shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, release any party, guarantor or collateral or impair, fail to realize upon or perfect Lender's security interest in the collateral, if any. All such parties agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. In this Note, the words "I", "me" and "my" mean each and all of the persons signing below; the words "you", "your", "Bank" and "Lender" mean WASHINGTON MUTUAL BANK or any successor or assign.

Prior to signing this Note, I and each of us have read and understand the provisions of this Note. I and each of us agree to the terms of the Note and acknowledge receipt of a completed copy of the Note.

  
GERALD A ANDERSON

  
EVONNE G ANDERSON



200706080192  
Skagit County Auditor

DESCRIPTION:

Lot 44, "PLAT OF COUNTRY AIRE PHASE 1," as per plat recorded in Volume 15 of Plats, pages 91 through 94, inclusive, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



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