

200708070064 Skagit County Auditor

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AFTER RECORDING MAIL TO:

Document Control Golf Savings Bank PO Box 5010 Lynnwood, WA 98046

528-117941

DEED OF TRUST

(For use in the State of Washington only)

Escrow No.

Title Order No. B92143

Reference Numbers of Related Documents:

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this July 23, 2007

Brandon M. Schei, A Single Person and Lisa Holcomb, A Single Person

GRANTOR.

whose address is 9308 47th Dr NE, Marysville WA 98270

and First American Title Insurance Company

, TRUSTEE, whose address is 1301 B Riverside Dr., Mount Vernon WA 98273 Golf Savings Bank, a Washington Stock Savings Bank

and

BENEFICIĀRY.

whose address is 6505 218th Street SW, Suite 9, Mountlake Terrace, Washington 98043

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

LOT 92, "PLAT OF VALLEY'S WEST-WILDERNESS VILLAGE DIV. NO. 3", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 116, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax/Parcel/Account Number(s): 4614-000-092-0001 (P104380)

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter placed thereon, belonging or in any wise appertaining, and the rents, issues and profits thereof. Grantor also grants Beneficiary a security interest in all fixtures, machinery, equipment and appliances of every nature now or hereinafter attached to or located in or on the above described real property, all of which, including replacements and additions thereto (and proceeds thereof) shall be deemed to be and remain a part of the real property covered by this deed of trust.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$37,200.00 with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. The promissory note provides for fixed rate of interest.

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

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

- 5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the default rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. Grantor shall not sell, transfer, subdivide or further encumber or otherwise convey any interest in the property secured hereby. In the event that all or part of or any interest in the property secured by this deed of trust shall be sold, transferred, conveyed, subdivided, short platted, further encumbered, or a real estate contract or other conveyance transferring title to, or possession of, the property be entered into with respect thereto, then, upon occurrence of any of the foregoing events, and regardless of whether or not Grantor is otherwise in default of the Note or this Deed of Trust, Beneficiary, in its sole discretion, may declare a default and declare the then outstanding balance evidenced by the Note plus all accrued interest thereon and any other amounts owing thereunder immediately due and payable in full.
- 3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 4. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein or in the Note, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage, or Beneficiary may pursue Grantor personally on the note without waiver of any rights under this deed of trust.
- 8. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor. Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OR A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Dated: July 23, 2007			
Brandon M. Schei	-Borrower	Lish Holcomb	-Borrowe
	-Borrower		-Borrowe
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Portfolio Deed of Trust – Washington (05/07)
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LPB-2

State of Washington	1	
County of Always i certify that I know or have satisfa and said person(s) acknowledge free and voluntary act for the uses	d that they	signed this instrument and acknowledged it to be
Dated: 7 30 07 COMMISSION		Notary Public in and for the State of Washington Residing at 10 (1) (1) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2
TO: TRUSTEE	pt record. To be t	used only when note has been paid.
together with all other indebtedness secure directed, on payment to you of any sums or other evidences of indebtedness secured.	d by said Deed of ving to you under to by said Deed of T	note and all other indebtedness secured by the within Deed of Trust. Said note, i Trust, has been fully paid and satisfied; and you are hereby requested and the terms of said Deed of Trust, to cancel said note above mentioned, and all rust delivered to you herewith, together with the said Deed of Trust, and to erms of said Deed of Trust, all the estate now held by you thereunder.
Dated:	20	

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of July 2007 , 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 Golf Savings Bank, a Washington Stock Savings Bank

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

Lot 92 Skagit View Dr

Lot 92 Skagit View Dr Concrete, WA 98237

[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 AND RESTRICTIONS**

(the "Declaration"). The Property is a part of a planned unit development known as

WILDERNESS VILLAGE COMMUNITY ASSOCIATION

[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.
- B. Property Insurance. So long as the Owners 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 (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

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

MULTISTATE PUD RIDER—Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01

Great Docs !* Order Call: 1-800-968-5775

ITEM 1622L1 (0411)

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In the event of a distribution of property 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, whether or not then due, with the excess, if any, 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 Section 11.

- 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.
- 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 covenants contained in pages 1 and 2 of this PUD Rider. (Seal) (Seal) Brandon M. Schei -Borrower (Seal) (Seal) -Boirower Borrower (Seal) (Seal) -Boirowei Form 3150 1/01 MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Great Docs™ 800-968-5775 (Page 2 of 2 pages) ITEM 1622L2 (0411) 117941 528-117941

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SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **23rd** day of **July 2007**, 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," whether there are one or more persons undersigned) to secure Borrower's Note to **Golf Savings Bank**, a **Washington Stock Savings Bank**

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

Lot 92 Skagit View Dr Concrete, WA 98237

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

- 6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

MULTISTATE SECOND HOME RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01

Great Docs ™ Order Call: 1-800-968-5775

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TEM 7099L1 (0411) 528-117941

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BY SIGNING BELOW, Borrower accepts and a land 2 of this second Home Rider. (Seal)	grees to the terms and provisions contained in pages (Seal)
Brandon M. Schei	Lista Holcomb -Borrower
(Seal) -Borrower	(Seal) -Borrower
(Seal) Borrower	(Seal) -Borrower

MULTISTATE SECOND HOME RIDER—Single Family—Famile Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3890 1/01

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