



200708220007
Skagit County Auditor

8/22/2007 Page 1 of 6 9:22AM

This instrument was drafted under the supervision of and should be returned after recordation to:

Thrivent Financial for Lutherans
Attn: Church Loan Department, MS 1530
Dean Bussey, Esquire
625 Fourth Avenue South
Minneapolis, MN 55415-1624

Loan No. 200096830

[Above space reserved for recording information.]

GUARDIAN NORTHWEST TITLE CO.

92147

MORTGAGE

MORTGAGOR:

THE EVANGELICAL LUTHERAN BETHLEHEM CHURCH OF SEDRO-WOOLLEY, who acquired title as EVANGELICAL BETHLEHEM LUTHERAN CHURCH, a Washington corporation

MORTGAGEE:

THRIVENT FINANCIAL FOR LUTHERANS, a Wisconsin corporation

LEGAL DESCRIPTION:

Section 19, Township 35, Range 5; Ptn. Gov. Lot 2

TAX ACCOUNT NUMBER:

350519-0-029-0109 (P39457) & (P39456)

MORTGAGE

This Mortgage ("**Mortgage**"), made this 9 day of August, 2007, by and between **THE EVANGELICAL LUTHERAN BETHLEHEM CHURCH OF SEDRO-WOOLLEY**, who acquired title as **EVANGELICAL BETHLEHEM LUTHERAN CHURCH**, a Washington corporation ("**Mortgagor**"), whose address is 1006 Wicker Road, Sedro-Woolley, Washington 98284, and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation ("**Mortgagee**"), whose address is 625 Fourth Avenue South, Minneapolis, Minnesota 55415.

Witnesseth:

Mortgagor, for and in consideration of the sum of Ninety Thousand and No/100 Dollars (\$90,000.00) ("**Loan**") to it in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, mortgage and warrant unto the Mortgagee, its successors and assigns forever, the real estate in Skagit County, Washington, as more particularly described in **Exhibit A** attached hereto.

Together with the buildings, edifices, structures and improvements now or hereafter located or placed upon any of the real estate hereinabove described, with the tenements, hereditaments and appurtenances thereunto appertaining and belonging, and all of the rents, issues and profits which shall arise or be had therefrom.

To have and to hold the same to the Mortgagee, its successors and assigns, forever.

And the said Mortgagor, covenants that it has good right to sell and convey said premises and that they are free from incumbrances, and hereby warrants the title thereto against all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if Mortgagor, its successors or assigns, shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the Loan as follows, to wit:

*Six Hundred Seventy-Seven and No/100 Dollars (\$677.00) on the first (1st) day of October, 2007, and Six Hundred Seventy-Seven and No/100 Dollars (\$677.00) on the first (1st) day of each month thereafter until said Promissory Note ("**Note**") is fully paid and with a final payment of principal and interest, if not sooner paid, due on the first (1st) day of September, 2027;*

with interest at the annual rate set forth according to the terms of the Note, bearing even date herewith, executed by the said Mortgagor and shall otherwise keep and perform the several covenants and conditions herein prescribed by the Mortgagor to be kept and performed, at the times and in the manner herein provided, then and in that event these presents shall be null and void.



AND THE SAID Mortgagor will so long as this Mortgage shall be unsatisfied, keep the building or buildings now standing or which shall hereafter be erected on the above described premises insured against loss or damage by fire, with extended coverage with an A, A+, or A- rated company that has a financial size of VII or better as shown in a current Best's Key Rating Guide (or comparable guide book acceptable to Mortgagee if Best's should become unavailable), to the amount of at least the Loan, (and if the policies of such insurance shall contain any condition or provision as to co-insurance the building shall be kept insured for a sufficient amount to comply with such co-insurance condition), with loss, if any, payable to the Mortgagee, its successors or assigns, as its interests may appear; and will deposit the said policy or policies of such insurance and will keep the same deposited to and with said Mortgagee, its successors and assigns.

And the said Mortgagor further covenants and agrees:

1. To pay all the said Note and indebtedness herein mentioned according to the tenor and effect of said Note, and will pay all sums of money hereby secured.
2. To keep the buildings, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof, or permit or commit waste thereon.
3. To pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.
4. Not to, without the written consent of the holder of the Note secured hereby, directly or indirectly, create or incur any indebtedness for borrowed money except for the indebtedness secured by this Mortgage and any short term unsecured borrowings maturing within one (1) year not to exceed ten percent (10%) of the original Loan provided that total debt does not exceed Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per confirmed, communing, contributing member.
5. That in case the Mortgagor fails to pay any tax, assessment, or special assessment, or fails to keep the buildings and fixtures on said premises in good repair and insured as above provided, the Mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this Mortgage thereon, and may employ attorneys at law to perform any services connected with this Mortgage, or to prosecute or defend any suit affecting or involving this Mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys paid out by the Mortgagee to protect the lien of this Mortgage and the security intended to be effected hereby shall be immediately due and payable with interest at the annual rate set forth in the Note, and become so much additional indebtedness secured by this Mortgage, and the



Mortgagor agrees to pay all sums so advanced with interest; provided, however, that it shall not be obligatory upon the Mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said Note contained, on the part of the Mortgagor to be kept and performed, then, and in any such case, the Mortgagee may, by written notice to the Mortgagor, declare the then outstanding principal of the Note to be forthwith due and payable, and upon such declaration the principal, together with interest accrued thereon, and the entire debt remaining secured by this Mortgage, shall become and be due and payable forthwith at the place of payment specified in the Note, anything in this Mortgage or in the Note to the contrary notwithstanding; and the Mortgagee may thereupon proceed to protect and enforce its rights hereunder and under the Note by foreclosure proceedings as against all or any part of the Mortgaged Property, or by other suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Mortgage or in said Note, or in aid of the exercise of any power granted in this Mortgage or the Note, or may proceed in any other manner to enforce the payment of the Note and any other legal or equitable right of the Mortgagee and of the legal holder of the Note.
7. In case it becomes necessary for the Mortgagee to commence proceedings to foreclose this Mortgage, the Mortgagor further covenants and agrees to pay to the Mortgagee, in addition to the principal and interest due and unpaid on the Note, all sums advanced by Mortgagee with interest thereon and all costs of such foreclosure proceedings as well as the reasonable fees of the Mortgagee's attorneys for foreclosure hereon, which costs and fees shall be included in the judgment of such foreclosure proceeding.
8. No remedy herein conferred upon or otherwise available to the Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.
9. If Mortgagor ceases to be affiliated with the Evangelical Lutheran Church in America, its successor, or another national Lutheran body recognized by Mortgagee as a body whose members may participate in the benefits of those organizations, then Mortgagee may declare the entire indebtedness to be immediately due and payable.



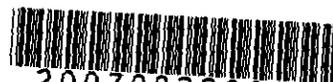
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EXHIBIT A

LEGAL DESCRIPTION

That portion of Government Lot 2 in Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the East line of the County Road along the West side of Lot 2 where said East line intersects the South line of the County road which extends along, and is parallel with, the South line of the Great Northern Railway right-of-way; thence North $54^{\circ}23'$ East along the South line of said County road a distance of 420 feet; thence South $0^{\circ}56'30''$ West a distance of 241.93 feet, more or less, to the North line of a tract deeded to Carl Thompson by deed dated May 29, 1939 and recorded June 3, 1939 in Volume 177 of Deeds, page 260, to the true point of beginning; thence continuing South $0^{\circ}56'30''$ West a distance of 416.25 feet, more or less, to a point on the North line of the County road along the South side of said Lot 2, which is 370 feet East of the West line of said Lot 2; thence South $89^{\circ}52'30''$ East along the North line of said County road a distance of 265.03 feet; thence North $1^{\circ}20'$ East a distance of 224.94 feet; thence South $89^{\circ}36'$ East a distance of 120 feet; thence North $1^{\circ}20'$ East a distance of 190 feet, more or less, to the North line of said Thompson Tract; thence West along said North line to the true point of beginning.



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