

Return to:
WASHINGTON FEDERAL SAVINGS
Anacortes Office
PO Box 97
Anacortes WA 98221
Attn: **KIM FAIR**

200803190058
Skagit County Auditor

3/19/2008 Page 1 of 4 11:19AM

CHICAGO TITLE CO. 1QB3075

050 650 340797-0

Assessor's Parcel or Account Number: 39260070170001

Abbreviated Legal Description: LTS 17 & 18, BLK 7, HOLIDAY HIDEAWAY NO. 1

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

[Space Above This Line For Recording Data]

HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is which is dated March 14th, 2008, between _____

LINDA L NEWMAN, AN UNMARRIED PERSON _____ Grantor,
whose address is 7488 HOLIDAY BLVD, ANACORTES WA 98221 ;
WASHINGTON SERVICES, INC., A WASHINGTON CORPORATION _____ Trustee,
and Washington Federal Savings, Beneficiary, whose address is _____
425 Pike Street, Seattle, Washington 98101

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in time of: _____

FIFTY THOUSAND AND NO/100S (\$ \$50,000.00) Dollars which indebtedness is evidenced by Grantor's Home Equity Line of Credit Agreement and Disclosure Statement dated 03/14/2008, (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with the power of sale, the following described property in SKAGIT County, State of Washington:

LOTS 17 AND 18, BLOCK 7, HOLIDAY HIDEAWAY NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGES 36 THROUGH 42, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

which currently has the address of 7488 HOLIDAY BLVD
[Street]
ANACORTES _____, Washington 98221 ("Property Address")
[City] [Zip Code]

Borrower's Initials XJN

Sklagit County Auditor
200803190058


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8. Should Granter fail to pay when due any taxes, assessments, insurance premiums, including
Beneficiary harmlessness from consequences of any failure to do so.
7. To promptly and fully perform all of the obligations of the mortagagor or grantor or contract
purchaser under any mortgage or deed of trust or real estate contract on the property, and to save
encumbrances or liens, voluntary or involuntary, against the property.
6. Granter shall not, without Beneficiary's prior written consent, grant or allow any further
securied hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred,
recoveryance fee at closing of the credit line account and expenses incurred in enforcing the obligations
3. To pay all costs, fees and expenses in connection with this Deed of Trust, including the
attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of the title search and
4. To defend any action or proceeding purporting to affect the security hereof or the rights of
insurance policies then in force shall pass to the purchaser at the foreclosure sale.
5. To pay all losses payable to the Beneficiary as its interest may appear and then to the Granter. The amount
and have losses payable to the Beneficiary as its interest may appear and then to the Granter. The amount
Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve
as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of
insured against loss by fire, hazards included within the term "extended coverage" and such other hazards
3. To keep all buildings now or hereafter erected on the property described herein continuously
property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed of
trust.
2. To pay before delinquency all lawful taxes and assessments upon the property; to keep the
laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
1. To keep the property in good condition and repair; to permit no waste thereon; to complete
any building, structure, or improvement being built or about to be built thereon; to restore promptly any
building, structure, or improvement theron which may be damaged or destroyed; and to comply with all
any temporary overcharges, other charges, and any amounts expended or advanced as provided in this
Agreement, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of
the Granter and Lender that this Deed of Trust secures the balance outstanding under the Credit
Agreement from time to time from zero up to the Credit Limit and any intermediate balance, as provided
in this Deed of Trust.

To protect the security of this Deed of Trust, Granter conveys and agrees:

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on
Granter's indebtedness under the Agreement may vary from time-to-time in accordance with such rate or
rates, as described in the Agreement.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Deed of Trust secures a
revolving line of credit, which obligates Lender to make advances to the Granter so long as the Granter
complies with all terms of the Credit Agreement. Such advances may be made, repaid, and remade from
time to time, subject to the limitation that the total outstanding balance owing at any one time, not
including finance charges on such balance at a variable rate or sum as provided in the Credit Agreement,
not exceeding the rate of charge on such balance as a variable rate of sum as provided in the Credit
Agreement from time to time from zero up to the Credit Limit and any intermediate balance, as provided
in this Deed of Trust.

under the Agreement from time-to-time arising.
may exist, and shall survive as security for all new or additional indebtedness of Granter to Beneficiary
notwithstanding that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect
Beneficiary that this Deed of Trust and the profits thereof; it being the express intent of Granter and
appertaining, and the rents, issues and profits thereof; it being the express intent of Granter and
tenements, hereditaments, and appurtenances now or hereafter belonging or in any wise
which real property is not used principally for agricultural or family purposes, together with all

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 thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
2. 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.
3. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by the Deed of Trust; (3) the surplus, if any less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.
5. 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 purchasers and encumbrances for value.
6. 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.
7. In the event of the death, incapacity or 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
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, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.
10. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

Skagit County Auditor
200803190058

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My commission expires _____
residing at _____
Notary Public in and for the State of _____
(Signature) _____

(Seal or Stamp) _____

Dated: _____

(Name of 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.
of _____

(Type of Authority, e.g., Officer, Trustee)

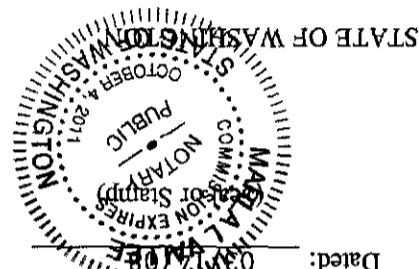
I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed
this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and
acknowledged it as the _____
[Name(s)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

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

My commission expires 10-04-2011
residing at BURLINGTON
Notary Public in and for the State of WASHINGTON
(Signature) _____

Dated: _____

(Name(s) of person(s)) _____



I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed
this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes
mentioned in the instrument.
[Name(s) of person(s)] _____

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

STATE OF WASHINGTON

LINDA L NEWMAN
Linda L. Newman

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Security Instrument and in any Rider executed by Borrower and recorded with it.