

Return to:  
WASHINGTON FEDERAL SAVINGS  
Mount Vernon Office  
PO Box 639  
Mount Vernon WA 98273  
Attn: Al Collins



200804210001  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY  
129345-05

050 650 343745-6

Assessor's Parcel or Account Number: 34043210120002 P29468

Abbreviated Legal Description: PTN NW 1/4 OF NE 1/4, 32-34-4 E W.M.

[Space Above This Line For Recording Data]

### HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is which is dated April 16th, 2008, between \_\_\_\_\_

LES J TOKARCHUK AND MARCIA A TOKARCHUK, HUSBAND AND WIFE Grantor,  
whose address is 19696 ANDERSON RD, MOUNT VERNON WA 98274 ;  
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:

ONE HUNDRED FIFTY THOUSAND AND NO/100S

( \$ \$150,000.00 ) Dollars which  
indebtedness is evidenced by Grantor's Home Equity Line of Credit Agreement and Disclosure  
Statement dated 04/16/2008, (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:

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

which currently has the address of 19696 ANDERSON RD

[Street]  
MOUNT VERNON, Washington 98274 ("Property Address")  
[City] [Zip Code]

Borrower's Initials

*LES*  
*MARCIA*

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter therunto belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

**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 Grantor so long as the Grantor 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, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of the Grantor 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.

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

To protect the security of this Deed of Trust, Grantor consents 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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable 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 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 the title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the reconveyance fee at closing of the credit line account and expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgage or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from consequences of any failure to do so.
8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by 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 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 on 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.



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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.

Les J Tokarchuk  
LES J TOKARCHUK  
Marcia A Tokarchuk  
MARCIA A TOKARCHUK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON  
)  
) ss.  
)  
COUNTY OF SKAGIT

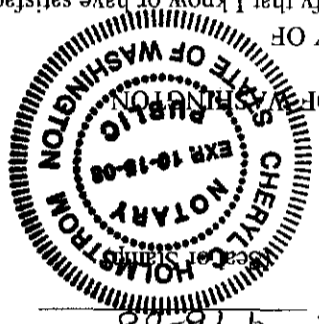
I certify that I know or have satisfactory evidence that

LES J TOKARCHUK AND MARCIA A TOKARCHUK

[Name(s) of person(s)]

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.

Dated: 4-16-08



Cheryl C Holmstrom  
(Signature)  
Notary Public in and for the State of Washington  
residing at Mount Rainier  
My commission expires 10-15-2008

I certify that I know or have satisfactory evidence that

[Name(s) of person(s)]

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

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

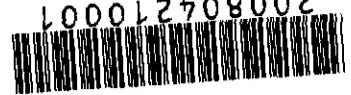
of (Name of the Party on Behalf of Whom the Instrument was Executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)

(Signature)

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



Skagit County Auditor

EXHIBIT "A" FOR DEED OF TRUST DATED APRIL 16, 2008  
343745-6/TOKARCHUK

That portion of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence West on the North line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 150 feet;  
thence South 30 feet to the true point of beginning;  
thence South parallel with the East line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 465 feet;  
thence West parallel with the North line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 100 feet;  
thence North parallel with the East line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 465 feet;  
thence East 100 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

END OF EXHIBIT "A"

PAGE 5 OF DEED OF TRUST



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