



200905270022

Skagit County Auditor

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3/3/2009 Page 1 of 18 9:20AM

Return Address:

NORTHWEST PLUS CREDIT UNION
2821 HEWITT AVENUE
EVERETT WA 98201

**re-record to correct notary page*

132467-PS

LAND TITLE OF SKAGIT COUNTY

Document Title(s) (for transactions contained therein):

1. DEED OF TRUST
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:
(on page of documents(s))****Grantor(s)**

1. EMILY L MOORE
- 2.
- 3.
- 4.

Additional Names on page of document.**Grantee(s)**

1. NORTHWEST PLUS CREDIT UNION
- 2.
3. LAND TITLE COMPANY OF SKAGIT COUNTY
- 4.

Additional Names on page of document.**Legal Description (abbreviated i.e. lot, block, plat or section, township, range)**

LOT 38, EASTMONT

Additional legal is on page of document.**Assessor's Property Tax Parcel/Account Number**

P-106581

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded return to:

NorthWest Plus Credit Union
2821 Hewitt Avenue
Everett, Washington 98201

Loan No.: 5212000541

LINE OF CREDIT DEED OF TRUST

Grantor(s): Emily L Moore As A Single Woman

Grantee(s): NorthWest Plus Credit Union

Legal Description: LOT 38, "PLAT OF EASTMONT," AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 199 THROUGH 201, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel or Account No.: P106581

Reference Numbers of Documents Assigned or Released:

This DEED OF TRUST is given on February 26, 2009 by Emily L Moore As A Single Woman (hereinafter referred to individually or collectively, as the context may require, as "Grantor") to Land Title of Skagit County whose address is 111 E George Hoppe, PO Box 445, Burlington, WA 98223 ("Trustee"), for the benefit of NORTHWEST PLUS CREDIT UNION, its successors and assigns, whose address is 2821 Hewitt Avenue., Everett, WA 98201 ("Beneficiary").

Grantor does hereby grant, convey and warrant to Trustee, in trust, with power of sale, the above described property located in the County of Skagit, State of Washington which has the street address of 424 S 28TH ST, MOUNT VERNON, WA 98274; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Grantor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the "Property."

THE PROPERTY IS NOT USED PRINCIPALLY FOR AGRICULTURAL PURPOSES.

This Deed of Trust is for the purpose of securing the payment of all indebtedness, including principal, interest, Advances (as hereinafter defined), as applicable, all other amounts, finance charges, payments and premiums due and the performance of all obligations that Grantor now or hereafter owes Beneficiary under this Deed of Trust and under that certain agreement governing Grantor's Open-end Home Equity Credit Plan entered into between Grantor and Beneficiary of even date herewith ("Agreement"), including all extensions, renewals and modifications thereof (all of such obligations being hereinafter referred to as the "Debt").

Line of Credit Deed of Trust-Open End Credit Plan
NorthWest Plus Credit Union

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THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. The Agreement has a credit limit of \$45,500.00 unless the limit increased and a notice of such increase is recorded in the Office of the County Auditor in the county where this Deed of Trust has been recorded. This Deed of Trust shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Beneficiary, or otherwise, as are made within **Five (5)** years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, although there may be no advances made at the time of the execution of this Deed of Trust and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Deed of Trust shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for recording in the Office of the County Auditor in the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which Beneficiary may make under this Deed of Trust, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above plus interest and late charges accruing thereon and any advances or disbursements which Beneficiary may make pursuant to the terms of this Deed of Trust, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the Property and the interest on such disbursements. This Deed of Trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Beneficiary's obligation to advance funds to Grantor. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding any zero balance.

A. REPRESENTATIONS

Grantor hereby represents to Beneficiary as follows:

1. Validity of Security Documents.

- (a) The execution, delivery and performance by Grantor of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter furnished to Beneficiary to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Grantor is a party or by which Grantor or any of Grantor's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Grantor's property or assets, except as contemplated by the provisions of the Security Documents; and
- (b) The Security Documents, as and when executed and delivered by Grantor, constitute the legal, valid and binding obligations of Grantor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Beneficiary, or to Beneficiary's legal counsel, with respect to Grantor, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Beneficiary a true and accurate knowledge of the subject matter.



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3. **Title.** Grantor has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Grantor will preserve its title to the Property and will forever covenant and defend the same to Beneficiary and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.
4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Grantor, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.
5. **Environmental Indemnity.** Grantor shall indemnify and hold Beneficiary harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Beneficiary on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety, or (ii) the failure by Grantor or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Grantor covenants and agrees as follows:

6. **Payment of Indebtedness.** Grantor shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Deed of Trust, and the Security Documents.
7. **Payment of Taxes and Assessments.** Grantor shall duly pay and discharge, or cause to be paid and discharged all real estate and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Property; general and special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which may at any time prior to or after execution of this Deed of Trust, be assessed, levied, or imposed upon the Property or the rent or income received therefrom, or any use or occupancy thereof. All of the foregoing are hereinafter collectively referred to as "Assessments." Grantor shall provide Beneficiary with satisfactory proof of payment of any Assessments within ten (10) days of the date any such Assessments are due. In the event Grantor fails to timely pay any such Assessments, Beneficiary may, but shall not be obligated to, make such payments and any amounts so paid by Beneficiary shall constitute Advances in accordance with Paragraph 16 hereof.
8. **Hazard Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Beneficiary requires insurance. If the Property is located in an area designated by the Director of the Federal Emergency Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Insurance policies shall be maintained in the amounts and for the periods that Beneficiary requires. The insurance carrier



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providing the insurance shall be chosen by Grantor subject to Beneficiary's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Grantor shall name Beneficiary as "loss-payee" and shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened or impaired. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened or impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 6 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Beneficiary, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

9. **Repair.** Grantor shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Grantor agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Grantor agrees not to alter or remove any structure or fixture in the Property without Beneficiary's prior written consent. Grantor shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property.
10. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any insurance policy, resulting in damage to or destruction of the Property, Grantor shall give notice thereof to Beneficiary and Grantor shall promptly at Grantor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.
11. **Compliance With Laws.** Grantor shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.



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12. **Performance of Other Agreements.** Grantor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property, including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased developed or other homeowners association.
13. **Inspection.** Grantor shall permit Beneficiary, and parties designated by Beneficiary, at all reasonable times, to inspect the Property.
14. **Hold Harmless.** Grantor shall, at Grantor's sole cost and expense, save, indemnify and hold the Trustee and Beneficiary, and their respective officers, directors, employees and agents, harmless against and from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Grantor, except as may be the direct result of Beneficiary's negligence. Grantor shall pay all expenses incurred by the Trustee and Beneficiary in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Beneficiary.
15. **Expenses.** Grantor shall pay or reimburse Trustee and Beneficiary for all reasonable attorneys' fees, reasonable costs and expenses paid or incurred by Trustee or Beneficiary in any action, proceeding or dispute of any kind in which Trustee or Beneficiary is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Grantor, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Grantor shall constitute Advances in accordance with Paragraph 16 hereof.
16. **Advances.** In the event Grantor fails to perform any act required of Grantor by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Beneficiary may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Beneficiary shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Beneficiary, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable, and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.
17. **Use Violations.** Grantor shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.
18. **Other Liens.** Grantor shall not, without the prior written consent of Beneficiary, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Grantor fails to promptly discharge any such Liens, Beneficiary may, but shall not be obligated to, do so and any amounts paid or incurred by Beneficiary (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 16 hereof.



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19. Transfer of the Property. Grantor shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior written consent of Beneficiary. In the event of such a sale, conveyance, transfer or assignment, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Beneficiary exercises Beneficiary's option to require immediate payment in full, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

20. Events of Default. The term Event of Default, as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following: (a) Grantor fails to make any payment required by this Deed of Trust or the Agreement when it is due; (b) Grantor fails to comply with any of the covenants, terms or conditions of this Deed of Trust, the Agreement or any of the Security Documents; (c) Grantor has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Deed of Trust or the Agreement at any time during the application process or during the term of this Deed of Trust or the Agreement; or (d) Grantor acts or fails to act in a way that adversely affects the security under this Deed of Trust, including, without limitation, the following: (i) Grantor transfers title to the Property or sells the Property without the consent of Beneficiary; (ii) Grantor fails to maintain the insurance required to be carried by Grantor according to the terms of this Deed of Trust; (iii) Grantor fails to pay any Assessments on the Property; (iv) Grantor permits the filing of a lien against the Property senior to that held by Beneficiary; (v) the death of Grantor (in the event of more than one Grantor, the death of the last remaining Grantor who executed the Agreement); (vi) the Property is taken by condemnation or power of eminent domain; or (vii) the holder or beneficiary of any mortgage or deed of trust covering the Property commences foreclosure of such mortgage or deed of trust.

21. Remedies. If an Event of Default shall occur and be continuing, Beneficiary may at its option, after providing Grantor with at least thirty (30) days advance notice of and opportunity to cure the Event of Default, exercise any, some or all of the following remedies:

(a) **Acceleration.** Beneficiary may declare the unpaid portion of the Debt to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Grantor), whereupon the Debt shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Debt shall be immediately and automatically due and payable without action of any kind on the part of Beneficiary.

(b) **Enforcement of Deed of Trust.** Beneficiary, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

- (i) request in writing that Trustee or Trustee's authorized agent sell the Property, in accordance with the Deed of Trust Act of the State of Washington (as amended), at public auction to the highest bidder, and apply the proceeds of such sale as provided by law. Any person, including Beneficiary, may bid and become the purchaser at the trustee's sale;
- (ii) upon sale of the Property at a trustee's sale, Trustee shall deliver to the purchaser at such sale a trustee's deed, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may



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have acquired thereafter. The 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.

- (iii) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect;
- (iv) collect any rents, profits, or other amounts due Grantor from any lease, land contract, or other agreement by which Grantor is leasing or selling any interest in the Property, and exercise Grantor's rights and remedies under such agreements, to the extent permitted by law. Beneficiary shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment Beneficiary receives or to present or file any claim or take any other action to collect or enforce the payment of any amounts Beneficiary is entitled to under this Deed of Trust;
- (v) pay on Grantor's behalf all or any part of the debt and obligations then secured by any prior mortgage, deed of trust or other lien, whether or not they are then due and payable and whether or not Grantor is then in default under the prior mortgage, deed of trust or lien. However, Beneficiary will not be required to do so. Any payment Beneficiary makes shall become part of the Debt, and shall be payable on Beneficiary's demand, together with interest at the same rate as the Debt bears from time to time;
- (vi) obtain or update commitments for title insurance, tax histories or title searches concerning the Property. Any amounts that Beneficiary spends in doing so will become part of the Debt;
- (vii) exercise any of Grantor's rights and options under any lease, land contract, or other agreement by which Grantor is leasing or purchasing any interest in the Property, including any option to purchase the Property or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. Beneficiary will have no obligation to exercise any such right or option; or
- (viii) enforce this Deed of Trust in any other manner permitted under the laws of the State of Washington, including foreclosure of this Deed of Trust as a mortgage.

- (c) **Appointment of Receiver.** At any time before or after the commencement of an action to foreclose this Deed of Trust, Beneficiary shall be entitled to and may apply to the court for the appointment of a receiver of the Property, without notice or the requirement of bond (any and all such notice and bond being hereby expressly waived) and without regard to the solvency or insolvency of Grantor at the time of application for such receiver and without regard to the then value of the Property. Such receiver shall have power to collect the receipts, rents, issues and profits of the Property, including during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Grantor, except for the intervention of such receiver, would be entitled to collect such receipts, rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property.

Such receiver shall have all of the rights and powers permitted under the laws of the State of Washington. The receiver shall be authorized to apply the net income in its hands in payment in whole or in part of: (a) the Debt or any order or judgment foreclosing the lien of this Deed of Trust, or any tax, special assessment or other lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in



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case of a foreclosure sale and deficiency. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

- (d) **Remedies Cumulative and Concurrent.** The rights and remedies of Beneficiary as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Grantor or the Property, or any one of them, at the sole discretion of Beneficiary, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Beneficiary elects to proceed under one right or remedy under this Deed of Trust or the Agreement, Beneficiary may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Deed of Trust or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Deed of Trust shall affect Grantor's obligations to pay the Debt and perform its obligations in accordance with the terms thereof.
- (e) **No Conditions Precedent to Exercise of Remedies.** Neither Grantor nor any other person now or hereafter obligated for timely payment of all or any part of the Debt shall be relieved of such obligation by reason of the acceptance by Beneficiary of any payment after its due date, or the failure of Beneficiary to comply with any request of Grantor or any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provisions of this Deed of Trust or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for Debt, or by reason of any agreement or stipulation between any subsequent owner of the Property and Beneficiary extending the time of payment or modifying the terms of this Deed of Trust or the Agreement without first having obtained the consent of Grantor or such other person; and in the latter event Grantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Beneficiary.
- (f) **Discontinuance of Proceedings.** In case Beneficiary shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Grantor and Beneficiary shall be restored to their former positions and the rights, remedies and powers of Beneficiary shall continue as if no such proceedings had been taken.
22. **Successor Trustee.** In the event of the death, dissolution, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor trustee, and upon the recording of such appointment in the Office of the County Auditor in the county in which the Property is located, the successor trustee shall be vested with all powers of the original trustee.
23. **Reconveyance by Trustee.** Trustee shall reconvey all or any part of the Property to the person entitled thereto, on written request of Beneficiary, or upon satisfaction of the Debt and written request for reconveyance made by Beneficiary or the person entitled thereto.
24. **Condemnation.** In the event of the taking by eminent domain proceedings or the like of any part or all of the Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Beneficiary for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.
25. **Prior Deed of Trust.** If this Deed of Trust is subject to a prior mortgage or deed of trust, the lien of which is superior to the lien of this Deed of Trust, Grantor agrees to pay each installment of the debt secured by the prior mortgage or deed of trust when it is due, whether by acceleration or otherwise. Grantor also agrees to pay and



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perform all other obligations of the mortgagor or grantor under the prior mortgage or deed of trust. Grantor agrees to provide Beneficiary with proof of payment or performance under the prior mortgage or deed of trust whenever Beneficiary requests it. If Grantor fails to pay any installment of principal or interest when it is due or if Grantor fails to pay or perform any other obligation under the prior mortgage or deed of trust, Beneficiary shall have the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Grantor's behalf. Any amounts Beneficiary spends in performing Grantor's obligations will become part of the Debt, payable by Grantor on Beneficiary's demand, and will bear interest at the same rate as the Debt bears from time to time. Beneficiary may rely upon any written notice of default under the prior mortgage or deed of trust that Beneficiary receives from the holder of the prior mortgage or deed of trust even though Grantor questions or denies the existence, extent, or nature of the default. Grantor shall not renew, extend or modify the prior mortgage or deed of trust, and shall not increase the debt secured by the prior mortgage or deed of trust, without Beneficiary's prior written consent.

- 26. Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.
- 27. Further Assurances.** Grantor shall, upon the reasonable request of Beneficiary, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.
- 28. Recording and Filing.** Grantor shall, at Grantor's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Beneficiary, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Beneficiary shall reasonably request, and shall pay all such recording, filing, re-recording and re-filing fees and other charges.
- 29. Loan Expenses.** Grantor shall pay all applicable costs, expenses and fees set forth in the Agreement.
- 30. No Representation by Beneficiary.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Beneficiary, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Beneficiary shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Beneficiary.
- 31. Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.
- 32. Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered by mailing it by both first class mail and either registered or certified mail, return receipt requested, to the following address(es) as follows or at such other address as may be designated by notice as provided herein:

If to the Grantor:

424 S 28TH ST, MOUNT VERNON, WA
98274

If to the Beneficiary:

NorthWest Plus Credit Union
2821 Hewitt Avenue
Everett, WA 98201



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33. **Covenants Running With the Land.** All covenants contained in this Deed of Trust shall run with the Land.
34. **Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.
35. **Successors and Assigns.** All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Grantor and Beneficiary, respectively, and all persons claiming under or through them; provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.
36. **Multiple Grantors.** Grantor's covenants and agreements hereunder shall be joint, several and primary. Any Grantor who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Beneficiary and any other Grantor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Grantor's consent.
37. **Severability.** In case any one or more of the obligations or the provisions of this Deed of Trust or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining obligations or provisions of this Deed of Trust shall be in no way affected, prejudiced or disturbed thereby.
38. **Modification.** This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
39. **Applicable Law.** This Deed of Trust shall be governed by and construed according to the laws of the State of Washington.
40. **Strict Performance.** Any failure by Beneficiary to insist upon strict performance by Grantor of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Beneficiary shall have the right thereafter to insist upon strict performance by Grantor of any and all of them.
41. **Heading.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
42. **Riders.** If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

GRANTOR:

X *Emily L. Moore*
Emily L. Moore

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NorthWest Plus Credit Union

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NorthWest Plus Credit Union
2821 Hewitt Avenue
Everett, Washington 98201

Open-end Credit Plan

Borrower's Name and Address Emily L Moore 424 S 28TH ST, MOUNT VERNON, WA 98274	Account Number 50376
Co-Borrower's Name and Address	Date of Birth September 13, 1946
	Date of Birth

INSTRUCTIONS

This Plan allows me to obtain a number of advances from time to time. Once my application is approved, the credit union will assign me a credit limit which I may borrow against. Each advance must be at least the minimum advance shown on the Disclosure Statement. Advances can be obtained by method(s) the credit union authorize in writing.

A Please read this section and the Credit Agreement on page 2 thoroughly before signing in the boxes below.

B Section B is my Fair Credit Billing Notice. Please read this notice thoroughly and keep it for future use.

A

HOME EQUITY CREDIT LINE AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT

HOW TO COMPUTE THE FINANCE CHARGE: The **FINANCE CHARGE** is the total cost to me of obtaining credit under this Plan. The **FINANCE CHARGE** begins to accrue on the date each advance is posted to my Credit Limit and accrues for each day the balance remains unpaid. There is no "free ride period" which would allow me to avoid a **FINANCE CHARGE** on my credit line loan advances. The unpaid principal balance for each day is multiplied by the daily periodic rate, as set forth below, to determine the **FINANCE CHARGE** I will pay. The unpaid principal balance is the unpaid balance of all advances made to me under the Plan at the close of each day after all transactions, including payments and new advances, have been entered.

Other Charges: In addition to the **FINANCE CHARGE**, I will be charged the following costs in connection with this Plan.

Description of Charge	Amount	Description of Charge	Amount
Appraisal Fee:Deducted	\$20.00	Realty Tax:Deducted	\$72.00
Credit Report:Deducted	\$13.95	Recording Fee:Deducted	\$50.00
Flood Tracking:Deducted	\$11.00		\$0.00
Lenders Title Insurance:Deducted	\$97.20		\$0.00

Late Charges: If my payment is late and you do not receive at least my minimum payment, you may charge me an amount equal to 5% of the monthly payment due.

Security Interest: Security is required for this Plan. This Plan is secured by a Deed of Trust dated February 26, 2009 in the property located at 424 S 28TH ST, MOUNT VERNON, WA 98274 State of Washington. This agreement is not secured by any of my other personal or real property taken as security for other loans I may have with you.

Term of Plan Last Advance Date: April 1, 2014
Maturity Date: March 3, 2029

My **ANNUAL PERCENTAGE RATE** on my credit line is 6.99%, and the corresponding daily periodic rate is .019%.

Transaction Limits: The following transaction limitations will apply to my Plan:

Line of Credit Limit: \$45,500.00
Minimum Initial Advance Amount: None
Minimum Advance for Subsequent Advances: None
Minimum Account Balance: None
Maximum Number of Advances per Period: None

I have read and accept the terms and conditions of the Home Equity Credit Line Agreement and Truth-in-Lending Disclosure Statement shown on both page 1 and page 2 of this document. I acknowledge receipt of a copy of the credit agreement, including the Fair Credit Billing Notice.
Negative Information Notice: You may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

Borrower's Signature X <i>Emily L. Moore</i> 2/26/09	Date 2/26/09	Co-Borrower's Signature (Where Applicable) X	Date
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NOTICE: See Attached Notice for Important Information Regarding My Rights to Dispute Billing Errors

B

MY BILLING RIGHTS NOTICE - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

Notify You In Case of Errors or Questions About My Statement

If I think my statement is wrong, or if I need more information about a transaction shown on it, I will write to you at the address listed on my statement, as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I may telephone you, but doing so will not preserve my rights.

In my letter, I will give you the following information:

1. My name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if I can, why I believe there is an error. If I need more information, I will describe the item I am not sure about.

My Rights and Your Responsibilities After You Receive My Written Notice

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my statement that are not in question.

If you find that you made a mistake on my statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my statement was correct.



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X Emily L. Moore

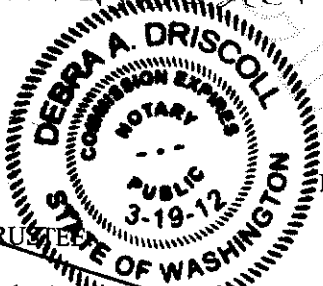
STATE OF WASHINGTON

SS:

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Emily L Moore** is (are) the person(s) who appear before me, and said person(s) acknowledge signed this instrument and acknowledge it to be free and voluntary act for the uses and purposes mentioned in this statement.

DATED: Feb 24 2009



Debra A. Driscoll
NOTARY PUBLIC for the State of Washington, residing at
Burlington
My appointment expires: 3-19-12

REQUEST FOR RECONVEYANCE

TO TRUSTEE

The undersigned ~~trustee~~ of the Credit Agreement secured by this Deed of Trust, Said Credit Agreement, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the persons or persons legally entitled thereto.

DATED:

Nancy Bolling
Nancy Bolling



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Borrower's Name Emily L Moore	Co-Borrower's Name	Account Number 50376
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HOME EQUITY CREDIT AGREEMENT

This "agreement," which includes all terms and conditions on both page 1 and page 2 of this document, governs my Open-End Home Equity Plan ("Plan"). In this agreement, the words "I," "me," "my," and "mine" mean each and every person who signs the Plan application or uses the Plan. The words "You," "Your," and "Yours," will mean the Credit Union. The following terms and conditions will govern this Plan.

Promise to Pay: I promise to pay you the total of all advances made under this Plan, **FINANCE CHARGES**, and other applicable charges and collection costs set forth in this agreement or under the security instrument securing this credit line on the payment terms described below. If there is more than one borrower, each is individually and jointly responsible under this Plan. This means each person signing this Plan is personally responsible for all amounts due under this Plan. Each borrower authorizes any other borrower, on his or her signature alone, to request and receive advances, and to do all things necessary to carry out the terms of this Plan. You may release any borrower from responsibility under this Plan without releasing others who may be jointly responsible.

Minimum Payment Requirements: I can obtain advances of credit for 5 years (the "draw period"). After the draw period ends, I will no longer be able to obtain credit advances, unless, at your option, you allow me to renew or extend the draw period. After the draw period ends, the non-draw period (the "repayment period") begins. The length of the repayment period is 15 years. I must make minimum monthly payments throughout the draw period and the repayment period. My minimum monthly payment will equal the amount of my "Regular Payment"; plus any amount past due, any amount by which I have exceeded my credit limit shown on page 1 and any amount due, for all other charges (including insurance premiums, if applicable) due you pursuant to the terms of this Plan. You calculate my Regular Payment by determining the amount required to repay my outstanding Plan balance after each advance under this Plan (including **FINANCE CHARGES**) within 240 monthly payments.

My minimum monthly payments may change if I obtain a new credit advance. If I obtain a new credit advance, my Regular Payment will be recalculated and increased by an amount necessary to repay my outstanding Plan balance at the **ANNUAL PERCENTAGE RATE** within the remaining number of months.

Allocation of Payments: Payments and other credits will be applied by you in the following order: (a) To any amounts over my credit limit; (b) To any **FINANCE CHARGES**, other charges and collection costs; (c) To credit line advances previously billed; and (d) To credit line advances not previously billed.

Term: The term of my credit line will begin as of the Effective Date of this agreement and will continue until the Maturity Date as shown on page 1. The period during which I may obtain advances will begin as of the Effective Date of this agreement and will continue, unless terminated or suspended, until the Last Advance Date as shown on page 1. Following the Last Advance Date I may no longer be able to obtain further advances on my credit line, unless, at your option, you allow me to extend or renew the right to further credit advances.

Credit Limit: This agreement covers a revolving line of credit in an amount set forth in the Disclosure Statement shown on page 1 and the security instrument. Under this agreement I may borrow up to the credit limit, repay the amount borrowed, and reborrow up to the amount of the credit limit. That amount will be the maximum amount I may have outstanding at any one time. I agree not to attempt to obtain more credit than the amount of my credit limit. Overdrawing my credit line does not increase my credit limit. If I exceed my credit limit, I agree to repay the excess immediately.

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Charges to My Credit Line: You may charge my credit line for funds required for continuing insurance coverage as discussed in the paragraph titled "Property Insurance" or to pay other fees and costs that I am obligated to pay under this Agreement (including credit insurance premiums, if applicable) or the security instrument. You may also, at your option, charge my credit line to fund delinquent payments or any other of my obligations due under any agreement secured by my residence. If I do not pay my property taxes or other assessments that may become a lien on the property that secures this Plan when they are due, you may make an advance under this Plan to pay the delinquent taxes or assessments. Any amount so charged to my Plan will decrease the funds available, if any, under the Plan.

Credit Advances: After the "Effective Date" of this Agreement as defined below, I may obtain advances under this Plan by completing an Advance form in person at the credit union, by phone or by mail or on line banking.

Property Insurance: I must obtain insurance on the property covered by the security instrument in an amount satisfactory to you. I may obtain property insurance from anyone I want that is acceptable to you. I will supply you with proof of such insurance until all sums owed to you and secured by this property are repaid. If I fail to maintain insurance you may, subject to applicable law, purchase insurance to protect your interest and add the cost of such insurance to the sums I owe. If insurance benefits do not pay the outstanding balance in full, I will remain responsible for the unpaid balance due and for any **FINANCE CHARGES**, which will continue to accrue on the remaining outstanding balance.

Billing Statements: At the close of each month in which there is any activity in my account, I will be provided with a billing statement. The statement will show, among other things, advances taken, **FINANCE CHARGES**, other charges, payments made by me, any other credits, my previous balance and my new balance. My statement will also identify the minimum monthly payment I must make for that billing period and the date it is due.

Termination and Acceleration: You may terminate my credit line and declare the entire unpaid balance of my credit line account immediately due and payable subject to notice as may be required under applicable law if one or more of the following events occur: (a) I engage in fraud or material misrepresentation in connection with this Plan; (b) If I fail to pay a minimum monthly payment when due; (c) My action or inaction adversely affects the secured property for this Plan or your rights in the secured property.

If you terminate, without further notice or demand, you can invoke the remedies permitted under the security instrument. I understand, however, that you may at your option, take action short of termination of my credit line account and acceleration of my outstanding balance including but not limited to suspension of my right to obtain further loan advances or reduction of my credit limit. I agree, upon termination and acceleration, to pay the entire unpaid balance of my credit line plus all **FINANCE CHARGES** and other amounts due under this Agreement.

Suspension or Reduction of Future Advances: You may suspend my right to obtain further advances under this Plan or reduce my credit limit if one or more of the following events occur: (a) The value of the secured property declines significantly below its appraised value for purposes of this Plan; (b) You reasonably believe that I will not be able to meet my payment obligations, due to a material change in my financial circumstances; (c) I am in default of a material obligation on this Plan or the security instrument (for the purposes of this Plan material obligations are those set forth in the paragraphs entitled "Promise to Pay," "Minimum Payment Requirements," "Term," "Credit Limit," "Charges to My Credit Line," "Property Insurance," "Termination and Acceleration," "Suspension or Reduction of Future Advances," "Collection Costs," "Assignment," "Responsibility of Borrower," "Late Charges" and "Effective Date;" for purposes of the security instrument material obligations are those set forth in paragraphs 1 - 20, 23, 25, 26, and 27); (d) Government action prevents you from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Plan or the property securing this Plan is impaired such that the value of the property



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is less than 120 percent of the credit limit; (e) A regulatory agency notifies you that continued advances would constitute an unsafe and unsound business practice; (f) The maximum **ANNUAL PERCENTAGE RATE** imposed under this Plan has been reached.

You may suspend my right to obtain further advances or reduce my credit line only as long as any of the foregoing events exist. You will notify me if any of the actions available under this paragraph are taken. Notification will be given to me within three business days following the date the action has been taken by you. I agree to notify you, (if action has been taken by you to suspend my right to obtain future advances or reduce my credit line) if I want either privilege reinstated under this Plan.

Voluntary Closing of Account: Any borrower on the Plan may request that the Plan be closed under his or her signature alone, whether with or without the knowledge of the other borrower(s). If the Plan is held jointly with more than one borrower, you shall have no obligation to inform the other borrower(s) of the closure, but you reserve the right to do so. You will not be liable in any way for failure to issue a requested advance to one or more borrowers after closure of the account, nor will you be liable in any way for informing the other borrower(s) of the closure. In the case of conflicting instructions by more than one borrower, you reserve the right to follow one instruction or another as you desire and in your sole discretion, or to take no action at all. Each borrower on the Plan jointly and severally shall remain liable for the outstanding balance under the Plan even if the Plan is closed, and the Security Instrument securing the Plan shall remain in effect for as long as there remains an outstanding balance on the Plan. The Security Instrument will not be released until the balance is paid in full and all obligations are fully satisfied under the terms of the Plan and Security Instrument.

Change in Terms: You may change the terms of this agreement only in the following circumstances: (a) If this is a variable rate plan, you may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original, and, together with the new margin, will produce a similar interest rate; (b) You may make changes that I have agreed to in writing; (c) You may make changes that unequivocally benefit me for the remainder of the term of this Plan; (d) You may make changes to insignificant terms of this agreement.

Collection Costs: I agree to pay or reimburse you for any collection costs paid or incurred by you to help enforce this Agreement, except as may be limited by applicable law. This includes, but is not limited to, legal fees, expenses and other costs associated with recovery and/or sale of collateral, reasonable attorney's fees and legal costs whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings; legal fees, expenses, and other costs associated with appeals; collection agency fees and charges; and any fees, costs and expenses associated with anticipated post-judgment collection services, except as may be limited by applicable law.

Prepayment: I may prepay all or any amount owing under this Plan without penalty. Payment in full shall not terminate this agreement or cancel the security instrument securing this Plan unless I specifically request that you do so.

Assignment: My rights under this Plan belong to me only and may not be assigned. My obligations are, however, binding on my heirs and legal representatives.

Credit Information: I authorize you to release information to others (e.g. credit bureaus, merchants, and other financial institutions) about the status and history of this Plan. I agree to update the financial information I have given you upon request on forms you have prepared. I acknowledge that you may rely on the information I have given you. I also agree that you may obtain credit reports on me at any time, at your option and expense, for any reason, including but not limited to, whether there has been an adverse change in my financial condition. You may



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require a new appraisal of the property secured by this Plan at any time, including an internal inspection, at your option and expense.

Incorporation of the Security Instrument: Each and every term, covenant and provision contained in the security instrument signed by me on the same date as this agreement is, by this reference, incorporated into this agreement as if fully set forth in this Agreement.

Transfer of Credit Line: Without prior notice or approval from me, you reserve the right to sell or transfer this Plan to another lender, entity, or person, and to assign your rights under the security instrument.

Notices: All notices will be sent to my address as shown in my Plan application. Notices will be mailed to me at a different address if I give you written notice of different address.

Responsibility of Borrower: I agree to promptly notify you of any changes in my name, address or employment. I further agree to provide you on your request, updated information about my finances and matters affecting the title or value of the secured property. I promise not to submit false or misleading information.

Tax Consequences: I understand that you do not make any representations or warranties concerning the tax consequences of my establishing or using this Plan, including the deductibility of interest. I should consult with my own tax advisor regarding the deductibility of interest and charges under this Plan.

Delay in Enforcement: You may delay enforcing any right under this agreement without losing that right or any other right.

Severability: If any term, provision or section of this agreement is held void or unenforceable, the remainder of the terms of the Agreement will remain effective.

Effective Date: I agree that I may not receive any advances under this Plan until after the "Effective Date" of this agreement. The Effective Date is a date, after the date I sign this agreement, when the agreement is accepted by you following the expiration of the right to cancel, the perfection of the security agreement, the receipt of all required certificates of noncancellation, and the meeting of all other conditions required by you.

Governing Law: This agreement shall be governed by the laws of the State of Washington.

