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200910020151

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CRS# 7046231

Document Title(s)

ADJUSTABLE RATE DEED OF TRUST

Grantor(s) (Last, First and Middle Initial)

CLIZBE, CHARLOTTE M

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

BANK OF AMERICA, N.A.

Additional grantees on page

Trustee(s) (Last, First and Middle Initial)

RECONTRUST COMPANY, N.A.

Additional trustees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter)

FULL LEGAL DESCRIPTION ON EXHIBIT A

TRACT 28, MOORE'S GARDEN PLAT, V 7, PG 10, SKAGIT COUNTY, WA

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

3958-000-028-0004

Additional parcel #s on page

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Ricardo Marez

~~After Recording Return To:~~

Bank of America, N.A.

CA6-914-01-42 Document Processing

P.O. Box 10423

Van Nuys, CA 91410-0423

Assessor's Parcel or Account Number: 3958 000 028 0004

Abbreviated Legal Description:

7046231

[Include lot, block and plat or section, township and range]

Full legal description located on page 14.

EXHIBIT A

Trustee: ReconTrust Company, N.A.

[Space Above This Line For Recording Data]

FHA Case Number: 561-9348209-952

**ADJUSTABLE RATE DEED OF TRUST
(HOME EQUITY CONVERSION)**

State of Washington

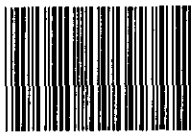
THIS DEED OF TRUST ("Security Instrument") is made on September 23, 2009. The trustor is Charlotte M Clizbe, A Widow whose address is 18158 Moores Garden Rd, Mount Vernon, WA 98273 ("Borrower"). The trustee is ReconTrust Company, N.A. ("Trustee"). The beneficiary is Bank of America, N.A., which is organized and existing under the laws of the United States, and whose address is 100 North Tryon Street, Charlotte, NC 28255 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, including future advances, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of US \$279,000.00;

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(b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on October 09, 2090. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SKAGIT County, Washington:

which has the address of 18158 Moores Garden Rd, Mount Vernon, WA 98273 ("Property Address"), and is more fully described on Exhibit A attached to this Security Instrument and incorporated herein.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).

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(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9(a)(ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9(a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.



10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within eighteen (18) months immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. First Lien Status.

- (a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.
- (b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

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- (c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to Second Security Instrument.

- (a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and Second Security Instrument on the Property.

- (b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

- (c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

- (d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.



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14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. For any event of acceleration under Paragraph 9, Lender may invoke the power of sale and/or any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

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22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of two and seven hundred fifty one thousandths percent (2.750%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon an Index plus a margin. The "Index" is the average of the interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of December 2009, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding that amount to the nearest one-eighth of one percent. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0 percentage points higher or lower than the Existing Interest Rate, nor can it be more than 5.0 percentage points higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above twelve and seven hundred fifty one thousandths percent (12.750%).

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

25. Use of Property. The Property is not used principally for agricultural purposes.

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26. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

27. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

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28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable.]

☐ Condominium Rider

☐ PUD Rider

☐ Shared Appreciation Rider

☐ Other: _____

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

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

Charlotte M. Clizbe
Charlotte M Clizbe -Borrower

STATE OF WASHINGTON,

} ss:

County of SKAGIT

On this day personally appeared before me CHARLOTTE M. CLIZBE

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of September, 2009.

Notary Public
State of Washington
IRENE B. REYNOLDS
My appointment expires
April 7, 2012

Irene B Reynolds
Notary Public in and for the State of Washington, residing at
Bellingham

IRENE B. REYNOLDS
My Appointment Expires on 04/07/2012

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EXHIBIT A

Exhibit A to the Deed of Trust made on September 23, 2009, by Charlotte M Clizbe, A Widow ("Borrower") to ReconTrust Company, N.A. ("Trustee") for the benefit of Bank of America, N.A. ("Lender"). The Property is located in the county of SKAGIT, State of Washington, described as follows:

Description of Property

See Attached



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Skagit County Auditor

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Prepared By and When Recorded

Return to:

Charlotte M. Clizbe

18158 Moores Garden Road

Mount Vernon, WA 98273

7046231

AFFIDAVIT OF CONTINUOUS MARRIAGE

Policy No. 7046231

State of Washington
County of Skagit

BEFORE ME, the undersigned Notary Public, on this 23 day of Sept., 2009, personally appeared Charlotte M. Clizbe, who being first duly sworn, depose(s) and say(s):

1) THAT AFFIANT has, this date, executed a Deed of Trust/Mortgage and/or conveyed title to the following described property, to wit:
Situate in the County of Skagit, State of Washington, to wit:
Tract Twenty-Eight (28) of "Moore's Garden Plat", as per Plat recorded in Volume 7 of Plats, Page 10, Records of Skagit County, Washington.
Assessor's Parcel No: 3958-000-028-0004

2) THAT AFFIANT was married prior to 7/2/1970, the date of acquisition of title to the aforescribed property; and did remain continuously married to Duane R. Clizbe, without interruption of divorce, from that time up until December 29, 2008 his death, and is presently an unremarried widow.

3) THAT AFFIANT gives this Affidavit for the purpose of inducing Fidelity National Title Insurance Company/Chicago Title Insurance Company, to insure the title to the aforesaid described property.

Charlotte M. Clizbe (SEAL)
Charlotte M. Clizbe
Printed name of Affiant:

Sworn to and subscribed before me this 23 day of September, 2009.

by Charlotte M. Clizbe personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Irene B Reynolds
Notary Public in + for the State of WA (Seal)
Printed name of Notary: Irene B Reynolds
My Commission Expires: 04/07/2012

Notary Public
State of Washington
IRENE B. REYNOLDS
My appointment expires
April 7, 2012

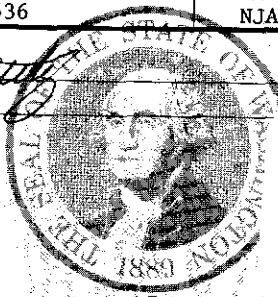
NOTE: Certified Copy of Death Certificate attached.



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Skagit County Auditor

STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number 1150-08		Washington State Certificate of Death		State File Number	
1. Legal Name (Include AKA's if any) First Middle LAST Duane R. Clizbe			2. Death Date Dec 29, 2008		
3. Sex (M/F) Male	4a. Age - Last Birthday 73	4b. Under 1 Year Months Days 0 0	4c. Under 1 Day Hours Minutes 0 0	5. Social Security Number [REDACTED]	8. County of Death Skagit
7. Birthdate [REDACTED]		8a. Birthplace (City, Town, or County) Bismark	8b. (State or Foreign Country) North Dakota		9. Decedent's Education Associate Degree
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify No			11. Decedent's Race(s) Caucasian		12. Was Decedent ever in U.S. Armed Forces? Yes
13a. Residence: Number and Street (e.g., 624 SE 5th St.) (Include Apt. No.) 18158 Moores Garden Rd.			13b. City or Town Mount Vernon		
13c. Residence: County Skagit		13d. Tribal Reservation Name (if applicable) ---	13e. State or Foreign Country Washington		13f. Zip Code + 4 98273
14. Estimated length of time at residence: 38 Years		15. Marital Status at Time of Death Married		16. Surviving Spouse's Name (Give name prior to first marriage) Charlotte Monger	
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED)) Letter Carrier			18. Kind of Business/Industry (Do not use Company Name) Postal Service		
19. Father's Name (First, Middle, Last, Suffix) Lloyd Ralph Clizbe			20. Mother's Name Before First Marriage (First, Middle, Last) Lillian [REDACTED]		
21. Informant's Name Charlotte Clizbe		22. Relationship to Decedent Wife		23. Mailing Address: Number and Street or RFD No. City or Town State Zip 18158 Moores Garden Rd, Mount Vernon, WA 98273	
24. Place of Death, if Death Occurred in a Hospital: Inpatient					
25. Facility Name (If not a facility, give number & street or location) Skagit Valley Hospital					
26a. City, Town, or Location of Death Mount Vernon		26b. State WA		27. Zip Code 98274	
28. Method of Disposition Burial		29. Place of Final Disposition (Name of cemetery, crematory, other place) Mount Vernon Cemetery		30. Location-City/Town, and State Mount Vernon, WA	
31. Name and Complete Address of Funeral Facility Kern Funeral Home 1122 South Third St, Mount Vernon, WA 98273			32. Date of Disposition Dec 31, 2008		
33. Funeral Director Signature X <i>Rep E. [Signature]</i>					
Cause of Death (See Instructions and examples)					
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. Pulmonary embolism		Interval between Onset & Death 3 days	
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		b. Pneumonia		Interval between Onset & Death 2 weeks	
		c. Trapped lung with pneumonia		Interval between Onset & Death 4 weeks	
		d. End stage renal disease		Interval between Onset & Death 2 months	
35. Other significant conditions contributing to death but not resulting in the underlying cause given above Dysphagia, history of stroke, bleeding dyscrasia					
36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
38. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		39. If female <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		40. Did tobacco use contribute to death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
41. Date of Injury (mm/dd/yyyy) [REDACTED]		42. Hour of Injury (24hrs) [REDACTED]		43. Place of injury (e.g., Decedent's home, construction site, restaurant, wooded area) [REDACTED]	
44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk		45. Location of Injury: Number & Street [REDACTED]			
City or Town [REDACTED]		County [REDACTED]		State [REDACTED]	
46. Describe how injury occurred [REDACTED]		47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify) [REDACTED]			
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated. [Signature]		48b. Medical Examiner/Coroner - On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. [Signature]			
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) [REDACTED]				50. Hour of Death (24hrs) 0115	
51. Name and Title of Attending Physician if other than Certifier (Type or Print) Madeleine Martindale, MD 1415 E Kincaid St, Mount Vernon, WA 98274				52. Date Signed (mm/dd/yyyy) 12/29/2008	
53. Title of Certifier Hospitalist		54. License Number MD00041536		55. ME/Coroner File Number NJA-601	
56. Was case referred to ME/Coroner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		57. Registrar Signature [Signature]			
58. Date Received (mm/dd/yyyy) DEC 30 2008		59. Amendments			



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Skagit County Auditor

Affidavit for Correction

Center for Health Statistics
P.O. Box 9709
Olympia, WA 98507-9709
(360) 236-4300

This is a legal Document. Complete in ink and do not alter.

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Use the section below for requesting any changes on the record.

Record Type: ☐ Birth ☐ Death ☐ Marriage ☐ Dissolution

1. Name on record:	2. Date of Event:	3. Place of Event: (City or County)
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4. Father's Full Name (For Birth): (Husband for Marriage or Dissolution)	5. Mother's Full Name (For Birth): (Wife for Marriage or Dissolution)
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The Record is Incorrect or Incomplete as follows:

6. The Record now shows:	7. The True fact is:
8.	9.
10.	11.
12.	13.

14. I represent the person as: <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (Specify)	Telephone Number:
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I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct.

15. Signature:	16. Date:	17. Address:
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All vital records are registered as received. An item may be changed by affidavit only once. Subsequent changes must be made by court order. The incorrect certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

All changes must be established by documentary proof submitted with the affidavit

Examples of documentary proof:	Certificate of Naturalization	Medical Record	School Record
	Hospital Records	Military Record (DD-214)	Voter's Registration Card (if it bears an effective date)
	Insurance Records	Birth Record	Alien Registration Card (front and back)
	Marriage/Divorce Records	Passport	

Birth Certificates:

- Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.
- The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
- Proof must be five (or more) years old or have been established within five years of birth.
- Up to age one, the parent(s) or legal guardian may change the child's last name with an affidavit for correction, provided:
 - This is a one time only change. Subsequent changes will require a certified copy of a court ordered name change.
 - The new last name may be the mother's maiden name or father's name (if present on the certificate) or any combination of the two.
 - After age one, last name changes require a certified copy of a court ordered name change. Minor spelling changes may be made with an affidavit and documentary proof.
- Parent(s) may change their child's first or middle name by completing and signing an affidavit for correction (until their child's 18th birthday).
- This affidavit cannot be used to add a father to a birth certificate. (Use the paternity affidavit - form DOH/CHS 021)**

Death Certificates:

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.
- If it is less than sixty days from date of death please contact the county health department where the death occurred to make changes.

Marriage/Dissolution (Divorce) Certificates:

- Personal fact(s) (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit (with proof) by the person.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

DOH/CHS 023 (Rev. 9/2002)



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Skagit County Public Health Department
Howard Belbrand, M.D., Director

QQ00315093

**LACK OF PROBATE AFFIDAVIT (STATE OF WASHINGTON)
FOR SEPARATE PROPERTY, COMMUNITY PROPERTY, OR JOINT TENANCY PROPERTY**

Title Insurance Commitment No.: 7046231, County: Skagit

STATE OF Washington

SS:

COUNTY OF SKAGIT

The undersigned, Charlotte M Clizbe, executes this affidavit relating to the estate of Duane R Clizbe (herein "Decedent"), who died on 12/29/2008, in the County of Skagit, State of Washington, then being a resident of the City of Mount Vernon, County of Skagit, State of Washington. (A copy of the death certificate is attached hereto.)

The undersigned, being first duly sworn, on oath deposes and says:

That the undersigned is (check one):

- ☒ the lawful surviving spouse of the Decedent
☐ Surviving child of the Decedent
☐ Registered domestic partner of the Decedent
☐ One of the joint tenants named in that certain instrument creating a joint tenancy with a right of survivorship identified in that certain deed recorded on _____ [mm/dd/yyyy], under Recording No. _____, in _____ County, Washington,
☐ other (identify:)

That the undersigned has listed below all of the heirs at law and next of kin of Decedent, including but not limited to:

1. spouse or registered domestic partner; and
2. children, adopted children, the issue of any predeceased child or adopted child (if decedent left no surviving children, then the undersigned has listed below all of the surviving parents, brothers and sisters of decedent); and
3. *all parties who would have been heirs at law if the decedent had not been married or a registered domestic partner on the date of death:*

That the heirs at law and next of kin of the decedent are (list all parties, using the reverse side or attaching a list if necessary):

Name & relationship _____
Address: _____
Name & relationship _____
Address: _____
Name & relationship _____
Address: _____
Name & relationship _____
Address: _____
Name & relationship _____
Address: _____



That immediately prior to the date of death the Decedent was an owner of the real estate described in the above referenced Title Insurance Commitment (herein the "Real Estate"), and that the Decedent's ownership interest was [check one]:

- ☒ Community property
☐ Separate property
☐ Joint tenancy property

CHECK ALL BOXES WHICH APPLY IN EACH SECTION:

1. That on the date the Real Estate was purchased the Decedent was:
☒ married to DUANE A. CLIZBE.
☐ unmarried, not a registered domestic partner
☐ unmarried, a registered domestic partner of _____.
2. That on the date of death the Decedent was:
☒ married to CHARLOTTE M. CLIZBE.
☐ unmarried, not a registered domestic partner
☐ unmarried, a registered domestic partner of _____.
3. ☒ That the decedent left a Will, ~~a copy of which is attached hereto~~ CPLC
☐ That the decedent left no Will.
☐ That the decedent executed a Community Property Agreement. It was recorded under _____
County recording number _____. (if unrecorded, attach a copy)
4. ☒ That the decedent's estate is not being probated.
☐ That the decedent's estate is subject to probate proceedings in _____ County, State
of _____, under Probate No. _____.
5. ☒ That the estate of the decedent is exempt from State and/or Federal succession or inheritance taxes.
☐ That State and/or Federal succession or inheritance taxes in the amount of
\$ _____ have been paid. Copies of the release/discharge are attached hereto.
☐ That State and/or Federal succession or inheritance taxes are due, but have not been paid.
5. ☒ That the decedent has not received assistance from the State of Washington for medical care.
☐ That the decedent has received assistance from the State of Washington for medical care.
☐ That the State of Washington has been fully reimbursed for assistance for medical care.

(This paragraph applies only if the Real Estate referred to above was owned by the Decedent in joint tenancy).

That at all times from the date on which the joint tenancy was created to the death of the Decedent, each of the joint tenants recognized that the Real Estate was held in joint tenancy, and that the interest of no one or more of the joint tenants has ever been independently conveyed, encumbered or otherwise separated from the interest of the other joint tenant(s), either voluntarily or involuntarily, whether by specific act or by operation of law; and that the joint tenancy continued in full force until the death of the Decedent and, if there are two or



more surviving joint tenants, including the undersigned, the joint tenancy continues in effect as to the interests of the surviving joint tenants.

That the undersigned knows of his/her own knowledge, and so states, that each and all of the obligations against the estate of the Decedent (including, but not limited to: all the debts of decedent; all of the expenses of Decedent's last illness, funeral and burial; promissory notes; installment contracts and mortgages; and state and federal succession taxes upon Decedent's estate, if applicable) have been paid in full, except as follows (use reverse side or attach a list if necessary): _____

That the value of the Decedent's estate at date of death, including all real and personal property, was approximately \$ _____, including the value of community property of Decedent and Decedent's surviving spouse or domestic partner, if any, of approximately \$ _____, and including the value of Decedent's separate property, if any, of approximately \$ _____, and including the full value of all other property, if any, held by the Decedent in joint tenancy of approximately \$ _____.

This affidavit is made to induce _____ TITLE INSURANCE COMPANY (the Company) to insure real property covered by the Company's commitment for title insurance number set forth above, in which Decedent held an interest at the time of the Decedent's death. The undersigned urges the Company to issue its policy of title insurance in full reliance upon the representations set forth herein. The undersigned, for himself/herself and for the undersigned's heirs, executors and administrators, indemnifies the Company or any other person, including a purchaser of the Real Estate, for any loss arising from reliance on any misstatement of fact herein.

DATED: SEPTEMBER 23, 2009

Charlotte M Clizbe
(Signature)

CHARLOTTE M. CLIZBE
(Print or type full name)

1815B MOORES GARDEN ROAD
(Full address and telephone number)

MOUNT VERNON WA 98273 360 424-6730

SUBSCRIBED and SWORN TO before me this 23rd day of Sept., 2009, by Charlotte M. Clizbe.

Irene Reynolds
Notary Public in and for the State of
Washington, residing at Bellingham.

Notary Public
State of Washington
IRENE B. REYNOLDS
My appointment expires
April 7, 2012



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Skagit County Auditor

LACK
(COMM)

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ERTY)

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Loan # : 210483337

Exhibit A

LEGAL DESCRIPTION

The following described property:

Situate in the County of Skagit, State of Washington, to wit:

Tract Twenty-Eight (28) of "Moore's Garden Plat", as per Plat recorded in Volume 7 of Plats, Page 10, Records of Skagit County, Washington.

Assessor's Parcel No: 3958-000-028-0004



200910020151
Skagit County Auditor