



201206270075
Skagit County Auditor

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Document Title:

Financing statement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. SWARTZ, Thomas J

2.

Grantee(s):

☐ additional grantee names on page ____

1. Northwest Trustee Services Inc

2.

Abbreviated legal description:

☐ full legal on page(s) ____

SW SE 30-35-6

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P42111

I Thomas Swartz, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Thomas Swartz Dated 6/27/12

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Thomas J. Swartz 1-360-826-6729
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Thomas J. Swartz c/o 30626 South Skagit Highway Sedro-Woolley, Washington [98294] Non-Domestic Without the United States

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME BUTLER		FIRST NAME MICA	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 13555 SE 36TH ST SUITE 100		CITY BELLEVUE	STATE WA	POSTAL CODE 98006
			COUNTRY USA	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INDIVIDUAL	1f. JURISDICTION OF ORGANIZATION State of Washington	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME NORTHWEST TRUSTEE SERVICES, INC				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 13555 SE 36TH ST SUITE 100		CITY BELLEVUE	STATE WA	POSTAL CODE 98006
			COUNTRY USA	
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION State of Washington	2g. ORGANIZATIONAL ID #, if any 602376725 <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME SWARTZ		FIRST NAME THOMAS	MIDDLE NAME J	SUFFIX
3c. MAILING ADDRESS 30626 SOUTH SKAGIT HWY		CITY SEDRO-WOOLLEY	STATE WA	POSTAL CODE 98294
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

See Attachment



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5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	<input checked="" type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA						

ALTERNATIVE DESIGNATION: MUTUAL PARTY OF INTEREST

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
BUTLER	MICA	

10. MISCELLANEOUS:

Permission to file authorized by:

SECURITY AGREEMENT, REGISTERED NO. RE 646 255 388 US and attachments.

Statutory Authority: Chapter 62A RCW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
ASHCRAFT	CHRIS			
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
13555 SE 36TH ST SUITE 100		BELLEVUE	WA	98006
11d. TAX ID #: SSN OR EIN		11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR		INDIVIDUAL	State of Washington	
			11g. ORGANIZATIONAL ID #, if any	
			<input type="checkbox"/> NONE	

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

PARCEL "A" (P42111) The Southwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, W.M., EXCEPT the South 378 feet thereof. Situate in the County of Skagit, State of Washington.
PARCEL "B" (P42107) A non-exclusive easement for ingress, egress, and utilities, over and across the following: The West 25 feet of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, lying South of the South Skagit Highway. Situate in the County of Skagit, State of Washington.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:



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17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
☒ Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME		
OR		
19b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
BUTLER	MICA	

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
STENMAN	JEFF		
21c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
13555 SE 36TH ST SUITE 100		BELLEVUE	WA 98006 USA
21d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	21e. TYPE OF ORGANIZATION	21f. JURISDICTION OF ORGANIZATION
			21g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
PNC Mortgage, a division of PNC Bank, N.A.			
22c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
PO Box 1820		Dayton	OH 45401-1820 USA
22d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	22e. TYPE OF ORGANIZATION	22f. JURISDICTION OF ORGANIZATION
		LEGAL ENTITY	OHIO
			22g. ORGANIZATIONAL ID #, if any
			602580718
			<input type="checkbox"/> NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

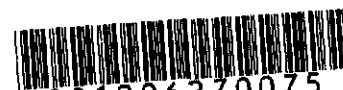
23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
ROUTH CRABTREE OLSEN, P.S.			
23c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
13555 SE 36TH ST STE 300		BELLEVUE	WA 98006 USA
23d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	23e. TYPE OF ORGANIZATION	23f. JURISDICTION OF ORGANIZATION
		Profit	State of Washington
			23g. ORGANIZATIONAL ID #, if any
			601840737
			<input type="checkbox"/> NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME			
OR			
24b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
24c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME	
OR	
25b. INDIVIDUAL'S LAST NAME	FIRST NAME
25c. MAILING ADDRESS	
CITY	



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Issue Date:

5/14/2011

Issue Time:

9:41 AM

REGISTERED MAIL
RETURN RECEIPT REQUESTED
REGISTERED NO. RE 646 255 388 US

SECURITY AGREEMENT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND ALL SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS
NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND ALL SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS
THIS IS A PRIVATE AGREEMENT COGNIZABLE IN THE COURT OF ADMIRALTY

Claimant: Thomas J. Swartz, Secured Party
In Care of the THOMAS J. SWARTZ Trust
Service by and Respond to:
C/o Charles A. Bacus Notary Public
Service Address: 30805 Walberg Road, Sedro- Woolley, Washington [98284]
Non-domestic Without the United States

Respondent: NORTHWEST TRUSTEE SERVICES, INC.,
Mica Butler Foreclosure Department
Mr. Chris Ashcraft
Jeff Stenman, Secretary d.b.a. Vice President
13555 SE 36th St., Suite 100, Bellevue, WA 98006
Agent for: PNC Mortgage, a division of PNC Bank, N.A.

CC: Routh Crabtree Olsen
Suite 120 13555 South East 36th Street
Bellevue, Washington 98006
Certified No. 7099 3220 0004 5604 8263

PNC Mortgage, a division of PNC Bank, N.A.
PO Box 1820, Dayton, OH 45401-1820
Certified No. 7099 3220 0004 5605 3779

ATTACHMENTS

EXHIBIT A:	RECEIPT OF TRUST	ACCOUNT NO.	RT - 5388
EXHIBIT B:	ACCEPTANCE I: RESPONSE TO REQUEST FOR PAYOFF FIGURES	LOAN NO.	0005949156
		FILE NO.	7886.23547
	ACCEPTANCE II: CERTIFIED COPY OF DEED OF TRUST	LOAN NO.	0005949156
		DEED OF TRUST NO.	200802290127
EXHIBIT C:	CERTIFIED CASHIER'S CHECK	CHECK NO.	0520115388
EXHIBIT D:	UCC-3 FINANCING STATEMENT AMENDMENT	UCC FILE NO.	
EXHIBIT E:	COMMERCIAL AFFIDAVIT OF NEGATIVE AVERMENT with Notarial Jurat	AFFIDAVIT NO.	CANA - 5388
EXHIBIT F:	NOTARY CERTIFICATE OF SERVICE (Original on File in Notarial Record)	ENTRY NO.	VCS - 5388
EXHIBIT G:	NOTARY CERTIFICATE OF NON-RESPONSE (Original, if issued, on File in Notarial Record)	ENTRY NO.	CNR - 5388



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REGISTERED NO. RE 646 255 388 US
VALUE IN UNITED STATES DOLLARS
Limited to
\$3,870,000.00 USD



EXHIBIT A
RECEIPT OF TRUST

Grantor Respondent as identified in the Agreement	Value Limited to \$3,870,000.00 USD	Trustee THOMAS J SWARTZ 30626 S. SKAGIT HWY, SEDRO-WOOLLEY, WA 98284
BENEFICIARY THOMAS J. SWARTZ and ELIZABETH A. SWARTZ 30626 S. SKAGIT HWY, SEDRO-WOOLLEY, WA 98284		

Draft: RESPONSE TO REQUEST FOR PAYOFF FIGURES, PNC Mortgage, a division of PNC Bank, N.A. THOMAS J. SWARTZ, Loan # 0005949156; File Number: 7886.23547

Collateral: **Legal Title**
DEED OF TRUST # 200802290127
Assessor's Parcel or Account Number: 350630-4-007-0002, Tax ID 35063040070002

Property
PARCEL "A" (P42111) The Southwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, W.M., EXCEPT the South 378 feet thereof. Situate in the County of Skagit, State of Washington.

PARCEL "B" (P42107) A non-exclusive easement for ingress, egress, and utilities, over and across the following: The West 25 feet of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, lying South of the South Skagit Highway. Situate in the County of Skagit, State of Washington.

ACKNOWLEDGEMENT: The THOMAS J. SWARTZ is in receipt of the **Draft** and the Certified Copy of the **Legal Title** attached to **Property** noted above, hereinafter the, "Instruments," and as a holder in due course and person entitled to enforce the Instruments, issues this letter, which acts as formal notice to the Respondent of the interest of the THOMAS J. SWARTZ.

ACCEPTANCE: The THOMAS J. SWARTZ accepts and assumes the liability for all claims, obligations, and taxes regarding the Instruments. This act of honor is a definite undertaking by the THOMAS J. SWARTZ, which serves as an unconditional promise to pay the PNC Mortgage, a division of PNC Bank, N.A. for said claims, obligations, and taxes and is evidenced by the following property:

EXHIBIT B	ACCEPTANCE	LOAN NO.	FILE NO.	DATE AND TIME OF ISSUE
	I RESPONSE TO REQUEST FOR PAYOFF FIGURES II CERTIFIED COPY OF DEED OF TRUST	0005949156 0005949156	7886.23547 DEED OF TRUST NO. 200802290127	5/19/2011 10:21 AM
SECURITY:	The ACCEPTANCE , evidenced by EXHIBIT B, is secured by the SECURITY AGREEMENT, REGISTERED NO. RE 646 255 388 US , known herein as the "Agreement," wherein the following property is properly attached and placed on demand deposit.			
EXHIBIT C	TITLE CERTIFIED CASHIER'S CHECK	CHECK NO. 0520115388	DATE AND TIME OF ISSUE 5/20/2011 11:10 AM	

NEGOTIATION: The Respondent has ten (10) days, hereinafter a, "Seasonable time," from the receipt of the Agreement, to dishonor the Agreement by:

- I. returning the Agreement to the Claimant through the Notary Public at the *Service Address* noted on page I, and
- II. rebutting the **COMMERCIAL AFFIDAVIT OF NEGATIVE AVERMENT** (See EXHIBIT E) on a point-by-point basis, via sworn affidavit, signing under the Respondent's full commercial liability, with a wet ink signature, signifying that the facts contained therein are true, correct, complete, and cognizable in the court of Admiralty, and returning said affidavit to the Claimant through the Notary Public at the *Service Address*.

Failure to dishonor in the manner prescribed shall be deemed acquiescence and effect the Respondent's acceptance, honoring, and confirmation to the Agreement and that all Terms and Conditions associated therewith.

EVIDENCE: The Respondent's receipt of the Agreement shall be evidenced by the Return Receipt Requested for the delivery of the Agreement as well as the **NOTARY CERTIFICATE OF SERVICE** (See EXHIBIT F). The Respondent's acceptance, honoring, and confirmation of the Agreement and all of the Terms and Conditions associated therewith shall be evidenced by the **NOTARY CERTIFICATE OF NON-RESPONSE** (See EXHIBIT G) which will issue if the Respondent does not dishonor in the manner prescribed. The aggregate of this **EVIDENCE** shall serve as verification, authentication, and execution of the Agreement in lieu of the Respondent's signature, consequentially the Agreement acts as a self-executing document.

EFFECT OF ACCEPTANCE: The Respondent's acceptance, honoring, and confirmation to the Agreement constitutes the following:

- I. the Respondent agrees to extend the time the Respondent will accept payment for the Draft, which shall be limited to the day after Seasonable time passes.
- II. the Respondent warrants to deliver the payment to the **PAYEE** as identified in EXHIBIT C.
- III. all liabilities, claims, obligations, taxes and the like outstanding against the THOMAS J SWARTZ and the ELIZABETH A. SWARTZ in association with the Instruments are discharged, settled, and closed.
- IV. the Respondent warrants that the **EVIDENCE** serves as a receipt and adjusted statement of account sufficient to support that all claims, obligations, and taxes against the THOMAS J SWARTZ and the ELIZABETH A. SWARTZ regarding the Instruments are discharged, settled, and closed.



- V. the Respondent warrants to cease and desist all actions against the THOMAS J. SWARTZ and/or the ELIZABETH A. SWARTZ in association with the Instruments, in collecting any property or any amount whatsoever from the THOMAS J. SWARTZ and/or the ELIZABETH A. SWARTZ.
- VI. the Respondent warrants that the **Collateral** and all rights, title, and interest attached thereto is clean, clear, and free of any encumbrances and that the Respondent has the sole power to sell, convey, reconvey and assign said **Collateral**.
- VII. the Respondent irrevocably undertakes to reconvey the Instruments and all rights, title, and interest attached thereto to the **BENEFICIARY** and commissions the THOMAS J. SWARTZ the duty and obligation to act as Trustee for the Respondent, and perform all acts necessary to fulfill said irrevocable undertaking of the Respondent.
- VIII. the Respondent is granting the Trustee priority interest in all of the Respondent's property, limited to the **Collateral** and all rights, title, and interest attached thereto, necessary for the Trustee to convey said **Collateral** and all rights, title, and interest attached thereto, to the **BENEFICIARY**.
- IX. the Respondent is warranting that the Respondent has received from the current Beneficiary under the **Collateral** a written request to reconvey the **Collateral** unto the party entitled thereto, the **BENEFICIARY**, including all of the rights, title, and interest, which was acquired by the Respondent under the **Collateral**.
- X. the Respondent is granting the THOMAS J. SWARTZ permission to make the necessary filings to secure payment and performance of the Respondent's duty and obligation to reconvey the **Collateral** to the **BENEFICIARY**.
- XI. the Respondent is granting the THOMAS J. SWARTZ limited Power of Attorney in Fact, to act for the Respondent, and to represent the Respondent in any manner requisite to fulfilling any and all Terms and Conditions of the Agreement. The Respondent also warrants the revocation of any and all powers of attorney previously granted by the Respondent regarding the **Collateral** and the conveyance or reconveyance thereof.
- XII. the Respondent warrants that a Notarial Certified Copy of the Agreement along with a Notarial Certified Copy of the **EVIDENCE** serves as evidence of the Respondent granting permission for 3rd party Credit Bureaus to remove any derogatory entries against the THOMAS J. SWARTZ and ELIZABETH A. SWARTZ, in association with the **Collateral**, from any and all credit reports.

ALTERNATIVE ACTION: If the Respondent's acceptance, honoring, and confirmation to the Agreement becomes effective, and the Respondent performs any act or attempts to perform any act against the THOMAS J. SWARTZ and/or the ELIZABETH A. SWARTZ regarding the Instruments or any attachments thereto, such action shall constitute the following:

- I. the Respondent is granting the THOMAS J. SWARTZ priority interest over all of the Respondent's property for a value limited to that of the Respondent's claim or the amount of the property collected, plus the costs for all filing fees and for Reasonable Legal Service Fees associated with the perfection of such interest.

Reasonable Legal Service Fees

Seven Hundred Fifty and 00/100 United States Dollars \$750 USD per hour of service by the THOMAS J. SWARTZ.

- II. the Respondent is granting the THOMAS J. SWARTZ permission to make the necessary filings to perfect said interest in the Respondent's property for said value.
- III. the Respondent is granting the THOMAS J. SWARTZ limited Power of Attorney in Fact, to act for the Respondent, to sign as the Respondent, and to represent the Respondent in any manner requisite to fulfilling I and II. The Respondent also warrants the revocation of any and all powers of attorney previously granted by the Respondent regarding said property.

EVIDENCE OF ALTERNATIVE ACTION: If the Respondent's acceptance, honoring, and confirmation to the Agreement becomes effective, any letters, phone calls, credit reports, public filings, and/or court judgments made by or on behalf of the Respondent against the THOMAS J. SWARTZ and/or the ELIZABETH A. SWARTZ shall serve as satisfactory and relevant evidence supporting that the Respondent has performed an Alternative Action unless the reason for the action is due to the THOMAS J. SWARTZ failing to exercise ordinary care in carrying out the Terms and Conditions of the Agreement.

NOTICE AFTER RECONVEYANCE OF COLLATERAL: If the Respondent's acceptance, honoring, and confirmation to the Agreement becomes effective, the consequences of which oblige the THOMAS J. SWARTZ to perform all actions necessary to reconvey the **Collateral** to the **BENEFICIARY**, and upon the fulfillment of all obligations of the THOMAS J. SWARTZ to perform such actions, a **NOTICE OF TRUSTEE'S PERFORMANCE** shall issue to the Respondent within a reasonable time so as to inform the Respondent that all duties and obligations which the THOMAS J. SWARTZ was commissioned by the Respondent to perform have been satisfied regarding the Agreement.

Terms and Conditions

All letters, words, numbers, and any other symbols fixed to the Agreement constitute the Terms and Conditions of the Agreement, and if not otherwise defined in the Agreement, shall have the meanings attributed to such terms in the Uniform Commercial Code. Delivery of the Agreement establishes constructive notice to the Respondent. By executing this **RECEIPT OF TRUST** the Respondent and Trustee warrant their acceptance, honoring, and confirmation to the Terms and Conditions of the Agreement, that the Terms and Conditions of the Agreement respect the parties' rights to due process of law, and that all actions prescribed carry an intention of good faith, diligence, reasonableness and care.

NORTHWEST TRUSTEE SERVICES, INC., Grantor

THOMAS J. SWARTZ, Trustee

By: _____

EVIDENCE Noted on page II of the Agreement serves as verification, authentication, and as execution of the Agreement in lieu of the Respondent's signature.

By: _____

Thomas J. Swartz, Secured Party



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**ACCEPTANCE
I & II**



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NORTHWEST
Trustee Services Inc.

13555 SE 36th St., Suite 100, Bellevue, WA 98006

April 25, 2011

Thomas Swartz
30626 South Skagit Highway
Sedro Woolley, WA 98284

Re: Borrower: Swartz, Thomas and Elizabeth
Loan No.: 0005949156
Our File No.: 7886.23547

Dear Borrower(s):

This letter responds to your request for payoff figures good through **May 18, 2011**. The process of foreclosure requires the trustee to complete tasks according to a schedule set by state law. The trustee may be required to complete some of these tasks between the date of this letter and the date through which you have asked this quote be effective.

To insure that the figure that we provide will still be valid on the last date this quote is effective, we must include some fees and costs that we anticipate will be incurred shortly, but have not actually been incurred as of the date of this letter. Also, the trustee uses third party vendors to complete some of the required tasks. To the extent we have not yet received invoices from those vendors for services provided, some of the amounts described below could be estimates of the actual fees or costs incurred.

If you pay the amount listed below on or before the date provided, your account will be reconciled to insure that only the actual amount due to the trustee is paid. To the extent any amount made payable to the trustee exceeds the actual amount due to the trustee, a refund of that overage will follow. To the extent any refund due should be delivered to any address other than the property address, please be sure to include that information with your payment.

Instructions for payoff are as follows:

1. Funds must be received in our office no later than **12:00 noon on May 18, 2011**.
2. Funds must be in the form of a cashier's check or money orders (certified funds only).
3. The check(s) **MUST BE MADE PAYABLE** to PNC Mortgage, a division of PNC Bank, N.A. for \$387,117.34. Be sure to include the borrower's name and loan number.
4. The check(s) **MUST BE SENT** to Northwest Trustee Services, Inc. 13555 SE 36th St., Suite 100, Bellevue, WA 98006
5. No partial payments will be accepted.
6. **ONLY CASHIER'S CHECKS OR MONEY ORDERS WILL BE ACCEPTED. NO TRUST ACCOUNT, ESCROW AND PERSONAL CHECKS WILL BE ACCEPTED.**
7. To help facilitate a prompt refund, should one be due, please be sure to advise the trustee of any alternate address to which you would prefer monies be delivered.



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Skagit County Auditor

The amount required to payoff the above-referenced loan is as follows:

	Principal Balance	\$370,148.53	
	Interest	\$8,602.79	
	Escrow Balance	\$5,674.86	
	Late Charges	\$372.35	
	BPO/Appraisals	\$110.00	
	Property Inspection	\$86.00	
	Recording Fees	\$146.00	
	Trustee Fees	\$506.25	
01/06/2011	Notice of Default Posted	\$70.00	
01/06/2011	Notice of Default Mailed (Required by Statute)	\$9.56	
01/10/2011	Trustee Sale Guarantee Received	\$1,158.00	
02/01/2011	Appointment Recorded	\$14.00	
05/06/2011	Notice of Trustee Sale Posted	\$70.00	(Estimated)
05/06/2011	Notice of Trustee Sale Mailed (Required by Statute)	\$60.00	(Estimated)
05/06/2011	Notice of Trustee Sale Recorded	\$65.00	(Estimated)
05/06/2011	Notice To Tenants Mailed	\$24.00	(Estimated)

Total amount required to payoff
as of May 18, 2011

ACCEPTED

\$387,117.34

THOMAS J. SWARTZ

For payoffs tendered to the trustee, lenders typically require the trustee to remit all monies tendered, including the trustee's fees and costs. By the lender's policy, lenders sometimes allow the trustee to withhold its fees and costs and remit to the lender only the amounts due the lender. In payoffs where the trustee is required to remit all monies to the lender, the trustee will reconcile the payment with the actual trustee fees and costs then due, inform the lender of any overpayment of fees or costs and ask the lender to refund any amounts overpaid directly to the person who effected payoff. In payoffs where the trustee is allowed to withhold its fees and costs from remittance to the lender, the trustee will reconcile the payment with the actual trustee fees and costs then due and promptly deliver a refund of any amounts received over and above that necessary to pay its fees and costs.

SECURITY SECURITY AGREEMENT
REGISTERED NO. RP 646755 388 US

If you will be unable to submit funds on or before the above date and time, you must contact our office for updated figures.

Payoff figures may be subject to change due to escrow advances made by the lender, which may not be known at the time funds are tendered. A loan will not be considered paid in full and interest will continue to accrue on the entire principal balance of the loan if the lender advises that it has advanced funds.

By delivering this quote, the lender does not waive its right to enforce any and all remedies afforded by law or the loan documents including, without limitation, its right to enforce due on sale provisions. Absent the written agreement of the lender or trustee, the foreclosure will not be put on hold. Foreclosure activities will proceed until all defaults are cured.

Thank you and feel free to call the trustee with any remaining questions or concerns.

Very truly yours,
NORTHWEST TRUSTEE SERVICES, INC.
Mika Butler
425-213-5539
Foreclosure Department

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), this is an attempt to collect a debt and any information obtained will be used for that purpose.



201206270075
Skagit County Auditor



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Skagit County Auditor

2/29/2008 Page 1 of 16 12:03PM

Return To:

0005949156

National City Bank
P.O. Box 8800
Dayton, OH 45401-8800

Assessor's Parcel or Account Number: 35 0630-4-007-0002
Abbreviated Legal Description: P4N SW 1/4 SE 1/4, 30-35-6E W.M.

~~SEE TITLE~~
(Include lot, block and plat or section, township and range) Full legal description located on page

Trustee: Land Title Company of Skagit County AND TITLE OF SKAGIT COUNTY

128556 SWE

ACCEPTED
(Space Above This Line For Recording Date)

DEED OF TRUST
THOMAS SWARTZ
30626 SOUTH SKAGIT HWY.

SEDRO-WOOLLEY, WASHINGTON 98484

Date: 5/19/2011

By: Thomas W. Swartz
ROUTING NO. 533685894

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 21, 2008 together with all Riders to this document.

(B) "Borrower" is

THOMAS SWARTZ and ELIZABETH SWARTZ Husband and Wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is National City Mortgage a division of National City Bank

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 1/01

VMP-6(WA) (0012)

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Initials *TS*

VMP MORTGAGE FORMS - (800)521-7291



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Skagit County Auditor

Lender is a **National Banking Association**
organized and existing under the laws of **United States**
Lender's address is **3232 NEWMARK DRIVE, MIAMISBURG, OH 45342**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **LAND TITLE COMPANY OF SKAGIT COUNTY**

(E) "Note" means the promissory note signed by Borrower and dated **February 21, 2008**
The Note states that Borrower owes Lender

THREE HUNDRED FIFTY SIX THOUSAND FIFTY FIVE & 00/100 Dollars
(U.S. \$ **356,055.00**) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than **March 1, 2038**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Reverse Mortgage Rider	<input type="checkbox"/> Other [specify]

Date: **5/19/2011**

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.



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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of Skagit

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL

ACCEPTED

THOMAS J. SWARTZ

30626 SOUTH SKAGIT HWY.

SEDRO-WOOLLEY, WASHINGTON 98484

Date: 5/19/2011

By:

ROUTING NO. 533685894

SECURITY: SECURITY AGREEMENT

REGISTERED NO. RE 646 295 385 CS

Parcel ID Number: P42111
30626 S SKAGIT HWY,
SEDRO WOOLLEY

which currently has the address of

[Street]

[City], Washington 98284

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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.

5(WA) (0012)

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Initials: M.S.

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payments to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to the date of the next scheduled payment. Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues,



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Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower 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 including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges for any other services which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to



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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

(a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance, and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).



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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay interest on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

By: *Thomas J. Swartz*
In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

SECURITY: SECURITY AGREEMENT

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.



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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

ACCEPTED

13. Joint and Several Liability; Co-signers, Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, ~~secure and~~ ^{secure} the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

By: *Thomas J. Smith*

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits ~~under this Security Instrument~~ ^{under this Security Instrument}. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless

Initials: *ASL*



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Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure.

There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or



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cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 159 of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice as the Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21, (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of



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release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 Section 22, including, but not limited to, reasonable attorney's 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.

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.

Initials Ch. L. S.

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

26. 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.

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 executed by Borrower and recorded with it.

Witnesses:

Thomas Swartz (Seal)
THOMAS SWARTZ -Borrower

ACCEPTED

THOMAS J. SWARTZ

30626 SOUTH SKAGIT HWY.

SEDRO-WOOLLEY, WASHINGTON 98249
Date: 5/19/2012 Elizabeth Swartz (Seal)
ELIZABETH SWARTZ -Borrower

By: Thomas J. Swartz

ROUTING NO. 533685894

SECURITY SECURITY AGREEMENT

REGISTERED NO. RE 646 255 388 US

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower



STATE OF WASHINGTON

County of Skagit

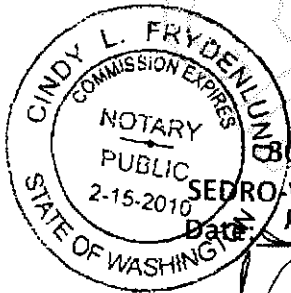
} ss:

On this day personally appeared before me

Thomas Swartz and Elizabeth Swartz

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 25th day of February 2008.



ACCEPTED Public in and for the State of Washington, residing at

THOMAS J. SWARTZ

My Appointment Expires on 2-15-10

80626 SOUTH SKAGIT HWY.

SEDRO WOOLLEY, WASHINGTON 98484

Date: 5/19/2011

By:

Thomas Swartz
ROUTING NO. 533685894

SECURITY: SECURITY AGREEMENT

REGISTERED NO. RE 646 255 388 US

VMF-6(WA) (0012)

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Initials: A.S.

1/01



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

The Southwest ¼ of the Southeast ¼ of Section 30, Township 35 North, Range 6 East, W.M., EXCEPT the South 378 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress, and utilities, over and across the following:

The West 25 feet of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 30, Township 35 North, Range 6 East, W.M., lying South of the South Skagit Highway.

30626 SOUTH SKAGIT HWY.

Situate in the County of Skagit, State of Washington.

Date: 5/19/2011

By:

ROUTING NO. 53

STATE OF WASHINGTON
SECURITY: SECURITY OF SKAGIT COUNTY

REGISTERED NO. 1, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in my office.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office the 19 day of May 2011

Auditor

Deputy



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UCC – 3 ASSIGNMENT



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Uniform Commercial Code

FILE AND SEARCH ONLINE

[FILE AN AMENDMENT](#)[Sign out](#)

Your transaction has been successfully completed with the Washington State Department of Licensing. This is the only acknowledgment you will receive. Please print this receipt for your record. Then, click on 'View Filing' and print your acknowledgment.

UCC3 Receipt of Amended Financing Statement - Assignment

File Number	2011-141-7291-5
File Date/Time	5/21/2011 9:33:00 AM
Lapse Date	NONE
Initial Record Number	2011-141-7290-8
Filing Office	WA DOL
File Status	Accepted
Secured Party	PNC Mortgage, a division of PNC Bank, N.A. Dayton, OH 45401-1820
Fee Amount (\$US)	\$11.00

[View Filing](#)[UCC Start Page](#)

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Thomas J. Swartz 1-360-826-6729

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Thomas J. Swartz 1-360-826-6729

In Care Of: 30626 South Skagit Highway
Sedro-Woolley, Washington ZZ [98284]

Date of Filing : 05/21/2011

Time of Filing : 09:33:00 AM

File Number : 2011-141-7291-5

Lapse Date : NONE

1a. INITIAL FINANCING STATEMENT FILE #

2011-141-7290-8

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR PNC Mortgage, a division of PNC Bank, N.A.

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

PO Box 1820

Dayton

OH

45401-1820

USA

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

CERTIFIED CASHIER'S CHECK, Check Number: 0520115388



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9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

Swartz

Thomas

J.

10. OPTIONAL FILER REFERENCE DATA

Value in United States Dollars limited to \$3,870,000.00 USD. FORM 111-1. PAGE VI
TYPE OF ORGANIZATION, LEGAL ENTITY

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) International Association of Commercial Administrators (IACA) (REV. 05/22/02)



EXHIBIT C
Date and Time of Issue

REGISTERED
WASHINGTON SECRETARY OF STATE
UCC FILE NO. 2011-141-7291-5

5/30/2011 11:10 AM

CERTIFIED CASHIER'S CHECK

Limited to Three Million Eight Hundred and Seventy Thousand US Dollars

Issuer: Thomas J. Swartz
Service by and Respond to:
C/o Charles A. Bacus Notary Public
30805 Walberg Road, Sedro-Woolley, Washington 98284

Check Number : 0520115388

Payee: PNC Mortgage, a division of PNC Bank, N.A.
PO Box 1820, Dayton, OH 45401-1820

VALUE IN UNITED STATES DOLLARS
Limited to
\$ 3,870,000.00 USD

RE: EXHIBIT B: ACCEPTANCE I and ACCEPTANCE II as described in the SECURITY AGREEMENT, REGISTERED NO. RE 646 255 388 US, hereinafter the, "Agreement."

KNOW ALL MEN BY THESE PRESENTS: which are intended to constitute a private CERTIFIED CASHIER'S CHECK, hereinafter the "Check"; and WHEREAS, only fiat money exists in circulation for the discharge of debt.

GRANT: This definite undertaking is made by the undersigned Issuer who, being of sound mind and honorable intentions, for the purposes of protecting secured interests, reserving rights of recourse, remedy, and subrogation, does by necessity hereby issue this Check, tendered, in good faith, for a value limited up to Three Million Eight Hundred and Seventy Thousand United States Dollars, i.e., \$3,870,000.00 USD, deemed as payment and performance to the Payee regarding all obligations, liabilities, claims, taxes and the like outstanding against the THOMAS J. SWARTZ and the ELIZABETH A. SWARTZ in association with EXHIBIT B attached to the Agreement.

SECURITY: To secure payment and performance of this obligation, the Issuer irrevocably pledges the following collateral, including all rights, title, and interest, associated therewith.

TITLE
THOMAS J. SWARTZ

ROUTING
533

CONTROL
F630

NEGOTIATION: The Payee shall have ten (10) days, hereinafter a, "Seasonable time," from receipt of this Check to dishonor this Check by returning this Check to the Issuer through the Notary Public (address supra). Failure to dishonor in the manner prescribed will stipulate the Payee's acceptance, honoring, and confirmation of this Check and all terms and conditions associated herewith; and that all obligations, liabilities, claims, taxes and the like outstanding against the THOMAS J. SWARTZ and the ELIZABETH A. SWARTZ in association with EXHIBIT B attached to the Agreement, are discharged, settled, and closed.

EVIDENCE: The delivery of this Check to the Payee shall be evidenced by the Return Receipt Requested for the delivery of the Agreement as well as the NOTARY CERTIFICATE OF SERVICE (See EXHIBIT G). The Respondent's acceptance, honoring, and confirmation of this Check and all of the terms and conditions associated herewith shall be evidenced by the NOTARY CERTIFICATE OF NON-RESPONSE (See EXHIBIT H) which will issue if the Respondent does not dishonor in the manner prescribed.

ENTER AMOUNT DUE BELOW

--	--	--	--	--	--	--	--	--	--

CERTIFICATION: I Certify that the document hereunto annexed is under the seal of Thomas J. Swartz, and that said seal is entitled to full faith and credit.



Seal

By:

Thomas J. Swartz
Thomas J. Swartz, Issuer
In care of, 30626 South Skagit Highway, Sedro-Woolley, Washington 98294
Non-domestic Without the United States



201206270075
Skagit County Auditor

EXHIBIT E

COMMERCIAL AFFIDAVIT OF NEGATIVE AVERMENT**A PRIVATE JUDGEMENT COGNIZABLE IN THE COURT OF ADMIRALTY**

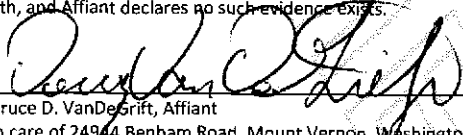
The undersigned Affiant, Bruce D. VanDeGrift, hereinafter, "Affiant," does solemnly attest, declare, and state as follows concerning the **SECURITY AGREEMENT, REGISTERED NO. RE 646 255 388 US**, hereinafter the, "Agreement," and all Terms and Conditions associated therewith:

- a. Affiant is competent to state the matters set forth herein.
- b. Affiant has knowledge of the facts stated herein.
- c. All the facts herein are true, correct, and complete, admissible as evidence in the court of Admiralty and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

- d. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **ACKNOWLEDGEMENT**, the THOMAS J. SWARTZ is not in receipt of the *named* Instruments, that the THOMAS J. SWARTZ is not a holder in due course and person entitled to enforce said Instruments, that the THOMAS J. SWARTZ does not cause to be issued the letter which acts as formal notice to the *named* Respondent of the interest of the THOMAS J. SWARTZ, that the THOMAS J. SWARTZ does not hold the right to be liable for all claims, obligations, and taxes regarding the Instruments, and Affiant declares no such evidence exists.
- e. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **ACCEPTANCE**, the THOMAS J. SWARTZ does not assume the liability for all claims, obligations, and taxes concerning the Instruments, that EXHIBIT B of the Agreement does not serve as satisfactory an relevant evidence sufficient to support said assumption, that the THOMAS J. SWARTZ does not formally accept and irrevocably undertake to pay the PNC Mortgage, a division of PNC Bank, N.A. for said claims, obligations, and taxes regarding the Instruments, and Affiant declares no such evidence exists.
- f. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **SECURITY**, EXHIBIT C of the Agreement does not serve as adequate security tendered in good faith by the Thomas J. Swartz to the *named* PAYEE (See EXHIBIT C) through the Respondent sufficient to cover and to satisfy all claims, obligations, and taxes against the THOMAS J. SWARTZ and ELIZABETH A. SWARTZ regarding the Instruments, that said tender does not meet or exceed the requirements for the form of tender noted by the Respondent in EXHIBIT B regarding the payoff figures, that EXHIBIT C is not properly attached and placed on demand deposit in the Agreement, that EXHIBIT B is not adequately secured by the Agreement, and Affiant declares no such evidence exists.
- g. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **NEGOTIATION**, Ten (10) days after the Respondent's receipt of the Agreement cannot serve as a Seasonable time for the Respondent to dishonor the Agreement, that an act of dishonor is not limited to notes I - II described in the **NEGOTIATION**, that the Respondent's failure to dishonor within a Seasonable time cannot effect the Respondent's acceptance, honoring, and confirmation of the Agreement and all the Terms and Conditions associated therewith, and Affiant declares no such evidence exists.
- h. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **EVIDENCE** of the Agreement, that the Respondent's receipt of the Agreement can not be evidenced by the Return Receipt Requested for the delivery of the Agreement as well as the **NOTARY CERTIFICATE OF SERVICE** (See EXHIBIT F), that the Respondent's acceptance, honoring, and confirmation of the Agreement can not be evidenced by the **NOTARY CERTIFICATE OF NON-RESPONSE** (See EXHIBIT G) which shall issue, as noted in the Agreement, after a Seasonable time passes, that the aggregate of the **EVIDENCE** can not serve as verification, authentication, and as execution of the Agreement in lieu of the Respondent's signature, that consequentially the Agreement does not act as a self-executing document, and Affiant declares no such evidence exists.
- i. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **EFFECT OF ACCEPTANCE**, the Respondent's acceptance, honoring, and confirmation of the Agreement and all Terms and Conditions associated therewith cannot constitute **Effects I-XII** as noted in the **EFFECT OF ACCEPTANCE**, and Affiant declares no such evidence exists.
- j. As of the present, Affiant has witnessed no evidence sufficient to support that, according to the **BENEFICIARY** of the Agreement, the THOMAS J SWARTZ and the ELIZABETH A. SWARTZ are not the only qualified beneficiaries for the Agreement, and Affiant declares no such evidence exists.
- k. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **ALTERNATIVE ACTION**, if the Respondent's acceptance, honoring, and confirmation of the Agreement becomes effective, and the Respondent performs any act or attempts to perform any act against the THOMAS J. SWARTZ or the ELIZABETH A. SWARTZ regarding the Instruments, or any attachments thereto, such action can not constitute **Effects I-III** as noted in the **ALTERNATIVE ACTION**, and Affiant declares no such evidence exists.
- l. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **EVIDENCE OF ALTERNATIVE ACTION**, if the Respondent's acceptance, honoring, and confirmation of the Agreement becomes effective, any letters, phone calls, delinquent credit reports, public filings, and/or court judgments made by or on behalf of the Respondent against the THOMAS J. SWARTZ or the ELIZABETH A. SWARTZ regarding the **Collateral** cannot serve as satisfactory and relevant evidence sufficient to support that the Respondent has performed an Alternative Action, unless the reason for the action is due to the THOMAS J SWARTZ failing to exercise ordinary care in carrying out the Terms and Conditions of the Agreement, and Affiant declares no such evidence exists.
- m. As of the present, Affiant has witnessed no evidence sufficient to support that, regarding the **Terms and Conditions**, all letters, words, numbers, and any other symbols fixed to the Agreement can not constitute the Terms and Conditions of the Agreement, and if not otherwise defined in the Agreement, can have the meanings attributed to such terms in the Uniform Commercial Code, that delivery of the Agreement can not establish constructive notice to the Respondent, that by executing the **RECEIPT OF TRUST** the Respondent and the THOMAS J. SWARTZ do not warrant that the Terms and Conditions of the Agreement respect the parties' rights to due process of law and that all actions prescribed carry an intention of good faith, diligence, reasonableness and care, and Affiant declares no such evidence exists.
- n. As of the present, Affiant has witnessed no evidence sufficient to support that the value of the Agreement is not limited to Three Million Eight Hundred and Seventy Thousand United States Dollars (\$3,870,000.00 USD), and Affiant declares no such evidence exists.
- o. As of the present minutes, Affiant has witnessed no evidence sufficient to support that the THOMAS J. SWARTZ does not appear personally and formally accept, honor, and confirm the Agreement and all Terms and Conditions associated therewith, and Affiant declares no such evidence exists.

Date: May - 21 - 2011

Signed: 
 Bruce D. VanDeGrift, Affiant
 In care of 24944 Benham Road, Mount Vernon, Washington [98273]
 Non-domestic Without the United States

State of Washington

JURAT

County of Skagit

On May 21st 2011 before me, Bruce D. VanDeGrift, personally appeared who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

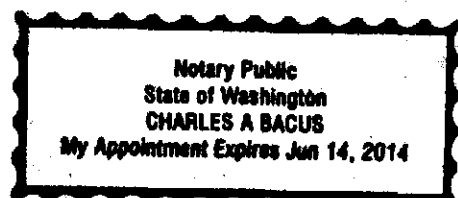
Signature 

(Seal)

My seal expires June 14, 2014

201206270075
 Skagit County Auditor

VII





Issue Date: 5/23/2011
Issue Time: 10:01 AM

EXHIBIT F

NOTARY CERTIFICATE OF SERVICE

KNOW ALL MEN BY THESE PRESENTS: which are intended to constitute a Notarial Act of Official Record admissible as evidence and cognizable in the court of Admiralty, that the undersigned Notary Public, being contracted by the Original Contractor, Thomas J. Swartz, to perform such act, mailed to:

NORTHWEST TRUSTEE SERVICES, INC.,
Mica Butler Foreclosure Department
Mr. Chris Ashcraft,
Jeff Stenman, Secretary d.b.a. Vice President
13555 SE 36th St., Suite 100, Bellevue, WA 98006
Agent for: PNC Mortgage, a division of PNC Bank, N.A.

hereinafter "Recipient" the document, titled, "SECURITY AGREEMENT," bearing REGISTERED NO. RE 646 255 388 US, listing the following parties:

Claimant: Thomas J. Swartz, Secured Party
In Care of the THOMAS J. SWARTZ Trust
Service by and Respond to:
C/o Charles A. Bacus Notary Public
Service Address: 30805 Walberg Road, Sedro-Woolley, Washington [98284]
Non-domestic Without the United States

Respondent: NORTHWEST TRUSTEE SERVICES, INC.,
Mica Butler Foreclosure Department
Mr. Chris Ashcraft
Jeff Stenman, Secretary d.b.a. Vice President
13555 SE 36th St., Suite 100, Bellevue, WA 98006
Agent for: PNC Mortgage, a division of PNC Bank, N.A.

CC: Routh Crabtree Olsen
Suite 120 13555 South East 36th Street
Bellevue, Washington 98006
Certified No. 7099 3220 0004 5604 8263

PNC Mortgage, a division of PNC Bank, N.A.
PO Box 1820, Dayton, OH 45401-1820
Certified No. 7099 3220 0004 5605 3779

regarding the following property:

Draft: RESPONSE TO REQUEST FOR PAYOFF FIGURES, PNC Mortgage, a division of PNC Bank, N.A. THOMAS J. SWARTZ,
Loan # 0005949156, File Number: 7886.23547

Collateral: **Legal Title**
DEED OF TRUST # 200802290127, Assessor's Parcel or Account Number: 350630-4-007-0002, Tax ID 35063040070002

Property
PARCEL "A" (P42111) The Southwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, W.M.,
EXCEPT the South 378 feet thereof. Situate in the County of Skagit, State of Washington.

PARCEL "B" (P42107) A non-exclusive easement for ingress, egress, and utilities, over and across the following: The West 25 feet of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 35 North, Range 6 East, lying South of the South Skagit Highway. Situate in the County of Skagit, State of Washington.

containing the following EXHIBITS:

EXHIBIT A: RECEIPT OF TRUST

EXHIBIT B: ACCEPTANCE I: RESPONSE TO REQUEST FOR PAYOFF FIGURES

ACCEPTANCE II: CERTIFIED COPY OF DEED OF TRUST

EXHIBIT C: CERTIFIED CASHIER'S CHECK

EXHIBIT D: UCC-3 FINANCING STATEMENT AMENDMENT

EXHIBIT E: COMMERCIAL AFFIDAVIT OF NEGATIVE AVERMENT with Notarial Jurat

EXHIBIT F: NOTARY CERTIFICATE OF SERVICE (Original on File in Notarial Record),

EXHIBIT G: NOTARY CERTIFICATE OF NON-RESPONSE (Original, if issued, on File in Notarial Record)

And mailing a Certified Copy of said document to:

Routh Crabtree Olsen
Suite 120 13555 South East 36th Street
Bellevue, Washington 98006
Certified No. 7099 3220 0004 5604 8263

and

PNC Mortgage, a division of PNC Bank, N.A.
PO Box 1820, Dayton, OH 45401-1820
Certified No. 7099 3220 0004 5605 3779

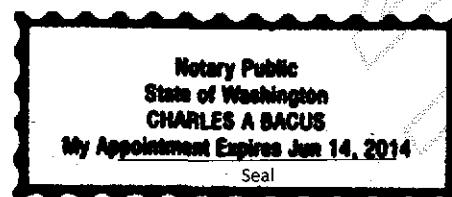
and totaling Twenty Nine (29) Pages, by placing same in a postpaid envelope properly addressed to the Recipient at the said address, bearing REGISTERED NO. RE 646 255 388 US, PS Form 3811 attached, to be known hereinafter as the, "Mail Item," and depositing said Mail Item at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Washington.

WITNESS my hand and official seal

Charles A. Bacus Notary Public in care of
30805 Walberg Road, Sedro-Woolley, Washington [98284]
Non-domestic Without the United States

5/23/2011
Date

My Commission expires June 14th, 2014



201206270075
Skagit County Auditor

VIII



ENTRY NO. CNS - 5388

Issue Date:

6/4/2011

Issue Time:

1:15 PM

EXHIBIT G

NOTARY CERTIFICATE OF NON-RESPONSE**KNOW ALL MEN BY THESE PRESENTS:**

which are intended to constitute a Notarial Act of Official Record admissible as evidence and cognizable in the court of Admiralty, that the undersigned Notary Public, being contracted by the Original Contractor, Thomas J Swartz, to perform such act, hereby issues this Notarial CERTIFICATE OF NON-RESPONSE which shall serve as satisfactory and relevant evidence sufficient to support that as of

June 4th, 2011

there has not been any written response by the Recipient to the Original Contractor through the following Service Address:

30805 Walberg Road Sedro-Woolley, Washington [98284]
Non-domestic Without the United States

regarding the Mail Item described in ENTRY NO. NCS - 5388, which, according to the information issued by the United States Postal Service,

Shipped with the United States Postal Service

Registered Mail Number: RE 646 255 388 US

Label/Receipt Number: RE64 6255 388U 5

Original Contractor's
Declared Value in
United States Dollars

\$3,870,000.00 USD

Detailed Results:

Delivered, MAY 24th 2011 at 10:18 AM/PM,

Notice Left, _____ 2011 at _____ AM/PM,

Arrival at Unit _____ 2011 at _____ AM/PM,

Acceptance, _____ 2011 at _____ AM/PM,

to:

NORTHWEST TRUSTEE SERVICES, INC.,
Mica Butler Foreclosure Department
Mr. Chris Ashcraft
Jeff Stenman, Secretary d.b.a. Vice President
13555 SE 36th St., Suite 100, Bellevue, WA 98006
Agent for: PNC Mortgage, a division of PNC Bank, N.A.

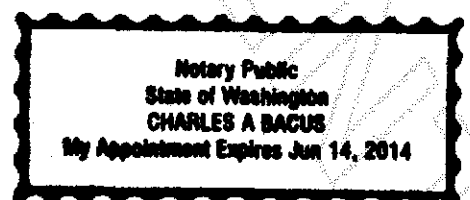
I, Charles A. Bacus, a registered NOTARY PUBLIC, in the COUNTY OF SKAGIT and STATE OF WASHINGTON, presently located outside of the United States, do attest and certify this issue.

WITNESS my hand and official seal

Charles A. Bacus Notary Public in care of
30805 Walberg Road Sedro-Woolley, Washington [98284]
Non-domestic Without the United States

My Commission expires June 14th, 2014

6/4/2012
Date



Seal



201206270075
Skagit County Auditor



ENTRY NO. CCNR - 5388

Issue Date:

6/26/2012

Issue Time:

1:46 PM

CERTIFIED COPY OF NOTARIAL RECORD

KNOW ALL MEN BY THESE PRESENTS:

which are intended to constitute a Notarial Act of Official Record admissible as evidence and cognizable in the court of Admiralty, that the undersigned Notary Public, being contracted by the Original Contractor, Thomas J Swartz, to perform such act, hereby certifies that the attached documents, totaling FOUR(4) pages, are true, correct and complete copies of the originals currently held on account in the official records of said Notary Public.

I, Charles A. Bacus, a registered NOTARY PUBLIC, in the COUNTY OF SKAGIT and STATE OF WASHINGTON, presently located outside of the United States, do attest and certify this issue.

WITNESS my hand and official seal

Charles A. Bacus Notary Public in care of
30805 Walberg Road Sedro-Woolley, Washington [98284]
Non-domestic Without the United States



6/26/2012
Date

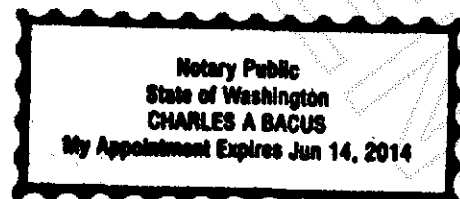
My Commission expires June 14th, 2014

Seal



201206270075
Skagit County Auditor

6/27/2012 Page 34 of 37 10:05AM



SENDER: COMPLETE

- Complete items 1, 2, 3, and 4 if Restricted
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**PNC Mortgage, a division of PNC Bank,
N.A.
PO Box 1820, Dayton, OH 45401-1820**

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

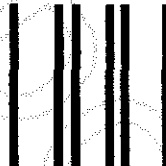
70 99 3220 0004 5605 3779

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees P.
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Thomas J. Swartz

In Care Of: Charles A Bacus, Notary Public

Service Address: 30805 Walberg Road

Sedro-Woolley, Washington [98284]

Non-Domestic without the U.S.



201206270075
Skagit County Auditor

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Routh Crabtree Olsen
Suite 120 13555 South East 36th Street
Bellevue, Washington 98006

2. Article Number

(Transfer from service label)

7099 3220 0004 5604 8263

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Kani McKeague*☐ Agent☐ Addressee

B. Received by (Printed Name)

Kani McKeague

C. Date of Delivery

5/24/11

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Thomas J. Swartz**In Care Of: Charles A Bacus, Notary Public****Service Address: 30805 Walberg Road****Sedro-Woolley, Washington [98284]****Non-Domestic without the U.S.**

201206270075
 Skagit County Auditor

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORTHWEST TRUSTEE SERVICES, INC.,**Mica Butler Foreclosure Department****Mr. Chris Ashcraft****Jeff Stenman, Secretary d.b.a. Vice President****13555 SE 36th St., Suite 100, Bellevue, WA 98006****Agent for: PNC Mortgage, a division of PNC Bank, N.A.**

2. Article Number

(Transfer from service label)

RE 646 255 388 US

PS Form

595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Kani McKeague☐ Agent☐ Addressee

B. Received by (Printed Name)

Kani McKeague

C. Date of Delivery

5/24/11D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

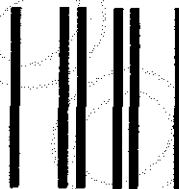
3. Service Type

☐ Certified Mail☐ Express Mail☒ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE

**First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10**

• Sender: Please print your name, address, and ZIP+4 in this box •

Thomas J. Swartz**In Care Of: Charles A Bacus, Notary Public****Service Address: 30805 Walberg Road****Sedro-Woolley, Washington [98284]****Non-Domestic without the U.S.**

201206270075

Skagit County Auditor