



201212070008
Skagit County Auditor

Energy Services E-2
Public Utility District No. 1
P.O Box 1107
Everett, WA. 98206-1107



ENERGY CONSERVATION LOAN AGREEMENT AND MORTGAGE

Rev. 1/2011
Notification #: 000900021819
Grantor(s): NANCY H WITT
Grantees: Public Utility District No. 1 of Snohomish County
Legal Description: Tr 26, Survey 772764, Trail Creek, Ptn Sec 31, Twp 33, R 10 E, records of Snohomish County

Property Tax No.: 331031-1-004-1418 **P18835**
Loan: Public Utility District No. 1 of Snohomish County, Washington (the "District") agrees to lend \$ 5,745.25 to:
Nancy H. Witt

(the "Borrower(s)") for the purpose of installing Conservation Measures in a structure on real property described in the Mortgage below, pursuant to the terms of the Conservation Participation Agreement between the parties. The borrower's mailing address is:
54467 ELDER LN, DARRINGTON, WA 98241-9704

Repayment Amount: The Repayment Amount, \$ 5,745.25, is the sum of the amount to be borrowed plus associated fees of \$ 0.00.

Payments - Interest - Late Charges: The Borrower promises to pay the Repayment Amount to the District in 120 Installments of equal amount, with interest on the unpaid balance at the rate of 2.90 % per year from the date loan proceeds are dispersed. The first installment shall be paid one month after the District disperses loan proceeds, and payments shall be made thereafter on the same day of each successive month. If the District has not received the full amount of any payment within ten (10) days after it is due, the Borrower will pay a late charge of \$5.00 to the District. The charge will be paid with the late payment. Payments shall be first applied to any late charges, then to accrued interest, and finally to the unpaid balance of the repayment amount.

Default - Collection Agency Fee: If the Borrower fails to make any payment to the District within 60 days after its due date, or make or keep current the payments of any debt or to otherwise comply with the terms and conditions of any other obligation secured by the mortgaged property, the District may declare that the Borrower is in default on this loan. Upon default, the Borrower must immediately pay the unpaid balance of the Repayment Amount, accrued interest, and any other amounts secured by the mortgage. If the Borrower fails to make such payment, the District may assign the Borrower's debt and mortgage to a collection agency and add a collection agency fee that will be 30% of the amount of the debt assigned, as authorized by section 19.16.500 of the Revised Code of Washington.

Each Person Liable - Venue - Fees and Costs: The District may enforce this agreement against any one or more of the Borrowers, each of whom waives any claim of release or discharge resulting from an extension of time, discharge of another party, or any cause other than payment in full. Venue of any litigation shall be in Everett, Snohomish County, Washington. If suit is brought to enforce this Agreement and/or Mortgage, the Borrower promises to pay a reasonable attorney's fee and court costs.

Signatures - No Oral Changes: All owners or the mortgaged property have signed the Agreement and Mortgage, which can only be changed by a written agreement signed by the Borrower and by the District.

Mortgage: The Borrower mortgages to the District, to secure payment of the Repayment Amount, and all amounts awarded in any suit based on the preceding agreement, the real estate situated in Washington described on the attached Exhibit "A", commonly known as:
54467 ELDER LN, DARRINGTON WA 98241-9704

The District		By: <u>[Signature]</u>	Dated: 2012-09-25
Borrower:		<u>Nancy H. Witt</u>	Borrower: _____
Borrower:		_____	Borrower: _____
Stamp or Seal		State of Washington County of: <u>Snohomish</u> I certify that I know or have satisfactory evidence that <u>Nancy H. Witt</u>	
		<input checked="" type="checkbox"/> I am the person(s) who appeared before me, and said person(s) acknowledged that (he/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.	
		Dated: <u>9/26/12</u>	
		Signature - Notary Public: <u>Kim A. Wilcox</u>	
		My appointment expires: <u>4-8-2016</u>	

Witt-132699

EXHIBIT "A"

Tract 26, Survey Number 772764, Trail Creek, in Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 31, Township 33 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.



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