

Return to:
WASHINGTON FEDERAL
Burlington Office
PO Box 527
Burlington WA 98233
Attn: JEANNE AUNGST

\$78.00 Skagit County Auditor 1/15/2014 Page 1 of 611:15AM

	·			
			_	050 650 429122-5
Assessor's Parcel or Account	Number: 47230000	0080200	P 11 3993	030 030 423 122-3
<del></del>	,			
Abbreviated Legal Description VI.	i: <u>UNIT 8A, 5TH A</u>	M. TO ALI	PINE FAIRWAY V	LLA CONDO, PH.
LAND TITLE OF SKAGIT COU	NTY			
148167-04	[Space Above This I	ine For Record	ing Datal	
	Take Niggram (1998)			
HOME E	QUITY LINE (	OF CREE	OIT DEED OF	TRUST
THIS DEED OF TRUST whi	ch is dated Janu	arv 13th, 20	0 <b>14</b> , betwe	en
RICHARD C REITSMA AN		SMA,	, 00000	
HUSBAND AND WIFE		AMD TANDATA	37 177 1 000-	Grantor,
whose address is 1417 ALPIN WASHINGTON SERVICES	LE VIEW PL, MOU	NT VERNU GTON COR	PORATION	, Trustee,
and Washington Federal N.A.			UKATION	, Trustee,
425 Pike Street, Seattle, Was	shington 98101			
		ji.		
WHEREAS Grantor has ente	red into an agreemer	nt with Benef	ficiary under which	Beneficiary agrees to
lend to the Grantor from tin	ne to time, subject t	o repayment	and reborrowing,	up to a total amount
outstanding at any point in tim				
TWO HUNDRED FIFTY TI	10USAND AND NO		\$250,000.00	) Dollars which
indebtedness is evidenced b Statement dated 01/13, reference as though fully set for	2014, (herein "Agre	Equity Line	e of Credit Agreer	nent and Disclosure
•			Samuel Lance	
TO SECURE to Beneficiary with all renewals, modification with interest thereon, advance covenants and agreements of the agreed upon, Grantor does with the power of sale, the following the sale of Weshington.	ns, or extensions ther d to protect the secur Grantor herein contain hereby irrevocably g	eof, with int rity of this D ned, together trant, bargain	erest thereon, the pay beed of Trust, and the with interest thereo	yment of other sums, e performance of the n at such rate as may
of Washington:				
UNIT 8A, OF "FIFTH AMEND CONDOMINIUM, PHASE VI, FEBRUARY 12, 2002, UNDER THE DECLARATION THERE 9905260007, AND AMENDMEN 2000, JANUARY 12, 2001, JUL DECEMBER 20, 2005 AND DE 199912030105	" AS PER THE SURV AUDITOR'S FILE NO OF RECORDEDMAY NTS THERETO AS RI Y 23,2001, FEBRUAR CEMBER 12, 2012 U	/EY MAP AN O. 200202140 / 26, 1999, UN ECORDED D RY 14, 2002, A NDER AUDIT	ID SET OF PLANS R 094, AND AS DESCR NDER AUDITOR'S F ECEMBER 3, 1999, I APRIL 2, 2003, FOR'S FILE NOS.	ECORDED UBED IN ILE NO.
,200012130024,200101120079,20	00107230105,20020214	0093,2003040	20109,200512200002	
AND 201212120046, RESPECT COUNTY OF SKAGIT, STA	IVELY. SITUATE NTE OF WASHINGT OF 1417 ALPINET	IN THE CI VIEW PL	TY OF MOUNT VE	ERNON,
IOUNT VERNON	<del></del>		[Street]	
[City]	- · •	98274 [Zip Code]	("Property Address	· <b>)</b>
171	,	rath concl	Во	prrower's Initials 100
				NAC

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

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to the Grantor so long as the Grantor complies with all terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of the Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, as provided in this Deed of Trust.

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

To protect the security of this Deed of Trust, Grantor convenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of the title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the reconveyance fee at closing of the credit line account and expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
- 6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
- 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from consequences of any failure to do so.
- 8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

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## IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
- 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto
- 4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by the Deed of Trust; (3) the surplus, if any less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
- 9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.
- 10. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

(Page 3 of 4)

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BY SIGNING BELOW, Borrower acce Security Instrument and in any Rider exec	epts and agrees to the terms and covenar	nts contained in this
The same and the arry React Cook	battle by Bollowel and leconded with it.	
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	Middle Rea	ed (C)
	RICHARD C REITSMA	
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	776	
	MARY JO REITSMA	
and the second s		
	`	
STATE OF WASHINGTON	) ) ss.	
COUNTY OF SKAGIT	) )	
I certify that I know or have satisfact	ory evidence that Richard C	
Reitsma and M	ary Jo Reitsma	
	[Name(s) of person(s)]	
is/are the person(s) who appeared before	e me, and said person(s) acknowledged that	t (he/she/they) signed
	e (his/her/their) free and voluntary act for	
mentioned in the instrument.		
Dated: //14/14	The Walland Charles with	Ahred
Daicu.	(Signature)	
WILDOW BUSY	Notary Public in and for the State of	Washinaton,
1 4 .: 5510N 2. 70 14	residing at MOUNT Vernon	
A CONTRACTOR OF THE PARTY OF TH	My commission expires 9-26	15
O O NOTARY ME		
FORDC /		
STATE OF WASHINGTON	1	
V. VE lass madelle and	) ss.	
COUNTY OF		
I certify that I know or have satisfact	ory evidence that	
	[Name(s) of person(s)]	7v.
	e me, and said person(s) acknowledged tha	
	e/she/they) was/were authorized to execut	e the instrument and
acknowledged it as the		
(Тур	e of Authority, e.g., Officer, Trustee)	
of		<i>44</i>
*	the Party on Behalf of Whom the Instrume	AND THE RESERVE TO THE PERSON OF THE PERSON
to be the free and voluntary act of such p	party for the uses and purposes mentioned in	i me hisuwiem.
Dated:		
(Seal or Stamp)	(Signature)	
•	Notary Public in and for the State of _	<u></u>
	residing at	<u>\\\\</u> _>
	My commission expires	

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Washington Federal NMLSR # 410394

Loan Officer: DOREEN NYSTROM NMLSR #: 624034

201401150028

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050 650 429122-5

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made on January 13th, 2014	, and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or	Security
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to	secure
Borrower's Note to WASHINGTON FEDERAL, N.A. (the "Lender") of the same date and cove	ring the
Property described in the Security Instrument and located at:	_

## <u>1417 ALPINE VIEW PL, MOUNT VERNON, WA 98274</u>

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

## ALPINE FAIRWAY VILLA

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against the loss by fire, hazards included within the term "extended coverage", and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3140

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C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in

to manre that the Owners Association maintains a public manney mentance policy acceptance in

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Security Instrument and Instrument Instrument

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in

(i) the abandonment or termination of the Condominum Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; of the Constituent Documents if the provision is for the express benefit of Lender;

Association; or (iv) any action which would have the effect of rendering the public liability

insurance coverage maintained by the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F

due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

MARY JO REITSMA
MARY JO REITSMA

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Skagit County Auditor

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