



201506120034

Skagit County Auditor

\$77.00

6/12/2015 Page

1 of

6 11:04AM

After Recording Return To:

Kevin Greenberg, Esquire
Flaster/Greenberg P.C.
1600 JFK Boulevard - 2nd Floor
Philadelphia, Pennsylvania 19103

[Space Above This Line For Recording Data]

MORTGAGE

Abbreviated Legal: 5416 Island View Way, Bow, Washington

Tax Parcel Number(s): P108580 AND 4671-000-006-0000

THIS MORTGAGE is made on the ____ day of May, 2015, by and between **John C. Becker and Kathleen A. Becker** (collectively, the "Mortgagor"), whose address is 5416 Island View Way, Bow, Washington 98232 and **John A. Becker and Elizabeth M. Becker** (collectively, the "Mortgagee"), whose address is 1043 Ballintree Lane, West Chester, Pennsylvania 19382. The word "Mortgagee" means the original Mortgagee and anyone else who takes this Mortgage by transfer.

1. **Property Mortgaged.** The property mortgaged to Mortgagee (called the "Property") is the land in the COUNTY OF SKAGIT, STATE OF WASHINGTON, described as:

LOT 6. "CHUCKANUT VIEW SUBDIVISION", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS PAGES 94 THROUGH 97, INCLUSIVE. RECORDS OF SKAGIT COUNTY WASHINGTON SITUATE IN THE COUNTY OF SKAGIT STATE OF WASHINGTON.

Also known as 5416 Island View Way, Bow, and as parcels ID P108580 AND 4671-000-006-0000

The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that Mortgagor has, or will have, as owners of the remainders interest in the Property.

2. **Guaranty.** Mortgagor has executed and delivered to Mortgagee a Promissory

Note in the amount of **One Hundred Eighty-Five Thousand Thirty-One Dollars and 98/100 (\$185,031.98)** (the "Note"). As security for payments to Mortgagee of all principal, interest and all other sums provided in the Note, Mortgagor hereby delivers this Mortgage. All terms of the Notes are hereby made part of this Mortgage.

3. **Rights given to Mortgagee.** Mortgagor mortgages the Property to Mortgagee. This means that Mortgagor gives Mortgagee those rights stated in this Mortgage and also those rights the law gives to Mortgagees who hold mortgages on real property. When Mortgagor pays all amounts due to Mortgagee under the Note and this Mortgage, Mortgagee's rights under this Mortgage will end, Mortgagee will then cancel this Mortgage at Mortgagor's expense.

4. **Promises.** Mortgagor makes the following promises to Mortgagee:

a. **Note and Mortgage.** Mortgagor will comply with all of the terms of the Note and this Mortgage (referred to collectively as the "Mortgagor Obligations").

b. **Compliance and Payments.** Mortgagor will timely comply with all terms of and timely make all payments required by the Mortgagor Obligations.

c. **Ownership.** Mortgagor warrants title to the Property. This means Mortgagor owns the remainder interest in the Property and will defend our ownership against all claims.

d. **Lawful Use.** Mortgagor will use the Property in compliance with all laws and ordinances.

e. **Insurance.** Mortgagee will maintain Home Owner's Insurance on the Property. All payments from the insurance company must be payable to Mortgagee under a "Standard Mortgage Clause" in the insurance policy. Mortgagee may use any proceeds for repair and restore the Property or to reduce the amount due under the Mortgagor Obligations. This will not delay the due date for any payment under the Mortgagor Obligations.

f. **Repairs.** Mortgagee shall keep the Property in good repair, neither damaging nor abandoning the Property.

g. **Taxes.** Mortgagee will pay all taxes, assessments and all other government charges made against the Property when due.

5. **Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, Mortgagor agrees that any compensation be given to Mortgagee. Mortgagee may use this to repair or restore the Property or to reduce the amount owed on the Mortgagor Obligations. Any remaining balance will be paid to Mortgagor. This will not delay the due date for any further payment under the Mortgagor Obligations.

6. **Default.** Mortgagee may declare that Mortgagor is in default on the Mortgagor

Obligations if:

- a. Mortgagor fails to make any payment as required by the Note;
- b. Mortgagor fails to keep any other promise Mortgagor makes in the Mortgagor Obligations;
- c. Legal or beneficial ownership of the Property is changed for any reason;
- d. The holder of any lien on the Property starts foreclosure proceedings;
- e. Bankruptcy, insolvency or receivership proceedings are started by or against any of the Mortgagors; or
- f. Mortgagor defaults under any other obligation with respect to which the Property is pledged as collateral, whether by mortgage or otherwise.

7. Payments Due Upon Default. If Mortgagee declares that Mortgagor is in default, at Mortgagee's election, Mortgagor must immediately pay the full amount of all unpaid principal and accrued interest under the Note and any other amounts due to Mortgagee under the Mortgagor Obligations.

8. Mortgagee's Rights Upon Default. If Mortgagee declares that the Mortgagor Obligations are in default, Mortgagee will in addition to all rights hereunder have all rights given by law and in equity.

9. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

10. No Waiver by Mortgagee. Mortgagee may exercise any right under this Mortgage or under any law, even if Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Mortgagee does not waive its right to declare that Mortgagor is in default by making payments or incurring expenses on Mortgagor's behalf.

11. Each Person Liable. This Mortgage is legally binding upon Mortgagor and all who succeed to Mortgagor's responsibilities (such as heirs and executors).

12. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both Mortgagor and Mortgagee.

13. Signatures. Mortgagor agrees to the terms of this Mortgage as evidenced by the signatures below.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants

contained in this Mortgage.

Witnesses:

Kathleen A. Becker

John C. Becker (Seal)
John C. Becker, Mortgagor

John C. Becker

Kathleen A. Becker (Seal)
Kathleen A. Becker, Mortgagor

[Space Below This Line For Acknowledgment]

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON

:

SS.

COUNTY OF Skegit

:

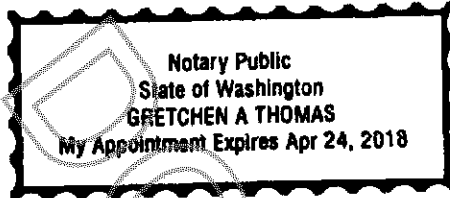
BE IT REMEMBERED that on this 20 day of May, 2015, before me, the undersigned witnessing authority, personally appeared **John C. Becker and Kathleen A. Becker**, the Mortgagors named in the within instrument, and who are to me known to be the persons who executed the foregoing instrument, and thereupon they did severally acknowledge that they signed and delivered such instrument as their free and voluntary act and deed, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Gretchen A. Thomas

Notary Public in and for the State of Washington
Residing at: Bow

My commission expires: 04-24-2018
[SEAL]



UNOFFICIAL DOCUMENT

MORTGAGE

Record and return to:

Kevin Greenberg, Esquire
Flaster/Greenberg P.C.
1600 JFK Boulevard – 2nd Floor
Philadelphia, Pennsylvania 19103

John C. Becker and Kathleen A. Becker, Mortgagor

TO

John A. Becker and Elizabeth M. Becker, Mortgagee

MORTGAGE

5416 ISLAND VIEW WAY, BOW, WASHINGTON

LOT 6. "CHUCKANUT VIEW SUBDIVISION", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS PAGES 94 THROUGH 97, INCLUSIVE. RECORDS OF SKAGIT COUNTY WASHINGTON SITUATE IN THE COUNTY OF SKAGIT STATE OF WASHINGTON.

Parcels ID P108580 AND 4671-000-006-0000