



201703240146

Skagit County Auditor \$103.00
3/24/2017 Page 1 of 30 3:26PM

When recorded, return to:
Umpqua Bank
Attn: Post Closing
6610 SW Cardinal Lane, 1st Floor
Tigard, OR 97224

Assessor's Parcel or Account Number: P21052
~~P31052~~/340302-4002-0500 & P105234/340302-4-002-2302

Abbreviated Legal Description: **LOT(S): PTN TRACT B AND E SKAGIT COUNTY SHORT PLAT NO. 23-85 TAX/MAP ID(S): TAX ACCOUNT NO.: P21052 / 340302-4-002-0500 AND P105234 / 340302-4-002-2302**

Full legal description located on page TITLED "EXHIBIT A" [Include lot, block and plat or section, township and range]

Trustee: **Chicago Title Insurance Company of Washington**

Title Order No.: 620029898
Escrow No.: 620029898
LOAN #: 8501319649

[Space Above This Line For Recording Data]

CHICAGO TITLE
620029898

DEED OF TRUST

MIN 1000458-1000181003-2
MERS PHONE #: 1-888-679-6377

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 **March 22, 2017**, together with all Riders to this document.

(B) "Borrower" is **HEATHER SOMERS AND KEVIN SOMERS, WIFE AND HUSBAND.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Umpqua Bank.**

Lender is **a State Chartered Bank,** organized and existing under the laws of **Oregon.** Lender's address is **6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.**

(D) "Trustee" is **Chicago Title Insurance Company of Washington.**

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

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which currently has the address of **16754 Frazier Ln, Burlington,**

[Street] [City]

Washington **98233**

("Property Address"):

[Zip Code]

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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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.

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 payment 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 foreclosure. No offset or claim which 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

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Dues, 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 each time remappings or similar changes occur 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

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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 hold such insurance 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 disburse proceeds for the repairs and restoration in a single payment 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 insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance 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 insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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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 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 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

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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 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If 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.

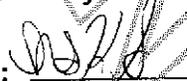
21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and 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 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 attorneys' fees and costs of title evidence.

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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.

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.


HEATHER SOMERS _____ 3/23/17 (Seal)
DATE


KEVIN SOMERS _____ 3/23/17 (Seal)
DATE

Initials: 



STATE OF Washington

COUNTY OF SKAGIT SS:

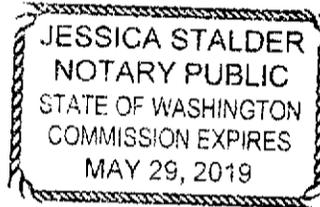
On this day personally appeared before me HEATHER SOMERS AND KEVIN SOMERS to me known to be the individual party/parties described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of March, 2017.


Notary Public in and for the State of WA
Washington, residing at Mt Vernon

My Appointment Expires on 5/29/19

Lender: Umpqua Bank
NMLS ID: 401867
Loan Originator: Suzanne L DeVries
NMLS ID: 487442



Initials: JS/KS



EXHIBIT "A"

Order No.: 620029898

For APN/Parcel ID(s): P21052 / 340302-4-002-0500 and P105234 / 340302-4-002-2302

PARCEL "A"

Tract "B" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.

EXCEPT therefrom:

(a) That portion lying Southerly of the Southwesterly projection of the following described line: Beginning at a point on the East line of Tract "A" of said Short Plat which is 12 feet North of the Southeast corner of said Tract "A" as measured along the East line thereof; thence Southwesterly to the Southwest corner of said Tract "A".

ALSO EXCEPT:

(b) Beginning at the Southwest corner of said Tract "A"; thence Southwesterly along the projection of the above described line to a point 10 feet West of the East line of said Tract "B"; thence Northwesterly to the most Northerly corner of said Tract "B"; thence Southerly along the Northeasterly line of said Tract "B" to the point of beginning.

TOGETHER WITH the Northwesterly one foot of that portion of said premises lying within a one foot strip contiguous to and Southerly of the line described in sub-paragraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH a non-exclusive easement for utility purposes over and across that portion of said Tracts "A" and "B", and over and across Tract 1 of Short Plat No. 74-80, approved June 19, 1980 and recorded under Auditor's File No. 8006190030, in Volume 4 of Short Plat, page 121, records of Skagit County, Washington, lying Northerly of a line 10 feet South of and parallel to the line described in subparagraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH non-exclusive rights of ingress, egress and utilities over and across Tract "E" of said Short Plat.

INCLUDING A 60x28 1998 Moduline Manufactured Home, Serial No. 117665, title of which has been eliminated.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An undivided 25% interest in Tract "E" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.; EXCEPT the five following described portions thereof:

EXHIBIT "A"

(continued)

- (1) The Southeasterly 5 feet of the Northeasterly 198 feet thereof;
- (2) The Northwesterly 5 feet of the Southeasterly 10 feet of the Northeasterly 259.46 feet thereof;
- (3) The Northwesterly 5 feet of the Southeasterly 15 feet of the Northeasterly 259.46 feet thereof;
- (4) That certain 5 foot wide strip of land lying between the Southwesterly extensions of the Northwesterly and Southwesterly lines of Exception 3 hereinabove;
- (5) That certain 5 foot wide strip of land the centerline of which runs between the mid-point on the Southwesterly line of Exception 2 hereinabove and the Easterly most corner of Tract "D" of said Short Plat

Situate in the County of Skagit, State of Washington.

UNIFORM INSTRUMENT

LOAN #: 8501319649

MIN: 1000458-1000181003-2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **22nd** day of **March, 2017**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Umpqua Bank, a State Chartered Bank**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:
16754 Frazier Ln, Burlington, WA 98233.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is **Umpqua Bank.**

Lender is **a State Chartered Bank** under the laws of **Oregon.**
6610 SW Cardinal Lane, Suite 300, Tigard, OR 97224.

organized and existing
Lender's address is

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.



LOAN #: 8501319649

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

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 [Type of Recording Jurisdiction] of
Skagit [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: P31052/340302-4002-0500 & P105234/340302-4-002-2302
P21052

which currently has the address of **16754 Frazier Ln, Burlington,**

[Street][City]

WA 98233 ("Property Address")
[State] [Zip Code]

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."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

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 Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address



LOAN #: 8501319649

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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

D. SALE OF NOTE, CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If 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.

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS 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



LOAN #: 8501319649

shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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


HEATHER SOMERS _____ 3/23/17 (Seal)
DATE


KEVIN SOMERS _____ 3/23/17 (Seal)
DATE



EXHIBIT "A"

Order No.: 620029898

For APN/Parcel ID(s): P21052 / 340302-4-002-0500 and P105234 / 340302-4-002-2302

PARCEL "A"

Tract "B" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington, being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.

EXCEPT therefrom:

(a) That portion lying Southerly of the Southwesterly projection of the following described line: Beginning at a point on the East line of Tract "A" of said Short Plat which is 12 feet North of the Southeast corner of said Tract "A" as measured along the East line thereof; thence Southwesterly to the Southwest corner of said Tract "A".

ALSO EXCEPT:

(b) Beginning at the Southwest corner of said Tract "A"; thence Southwesterly along the projection of the above described line to a point 10 feet West of the East line of said Tract "B"; thence Northwesterly to the most Northerly corner of said Tract "B"; thence Southerly along the Northeasterly line of said Tract "B" to the point of beginning.

TOGETHER WITH the Northwesterly one foot of that portion of said premises lying within a one foot strip contiguous to and Southerly of the line described in sub-paragraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH a non-exclusive easement for utility purposes over and across that portion of said Tracts "A" and "B", and over and across Tract 1 of Short Plat No. 74-80, approved June 19, 1980 and recorded under Auditor's File No. 8006190030, in Volume 4 of Short Plat, page 121, records of Skagit County, Washington, lying Northerly of a line 10 feet South of and parallel to the line described in subparagraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH non-exclusive rights of ingress, egress and utilities over and across Tract "E" of said Short Plat.

INCLUDING A 60x28 1998 Moduline Manufactured Home, Serial No. 117665, title of which has been eliminated.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An undivided 25% interest in Tract "E" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.; EXCEPT the five following described portions thereof:

EXHIBIT "A"

(continued)

- (1) The Southeasterly 5 feet of the Northeasterly 198 feet thereof;
- (2) The Northwesterly 5 feet of the Southeasterly 10 feet of the Northeasterly 259.46 feet thereof;
- (3) The Northwesterly 5 feet of the Southeasterly 15 feet of the Northeasterly 259.46 feet thereof;
- (4) That certain 5 foot wide strip of land lying between the Southwesterly extensions of the Northwesterly and Southwesterly lines of Exception 3 hereinabove;
- (5) That certain 5 foot wide strip of land the centerline of which runs between the mid-point on the Southwesterly line of Exception 2 hereinabove and the Easterly most corner of Tract "D" of said Short Plat

Situate in the County of Skagit, State of Washington.

LOAN #: 8501319649

**MANUFACTURED HOME RIDER TO THE MORTGAGE/
DEED OF TRUST/TRUST INDENTURE
OR OTHER SECURITY INSTRUMENT**

This Rider is made this **22nd** day of **March, 2017** and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust/Trust Indenture or Other Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Umpqua Bank, a State Chartered Bank**

(the "Note Holder")
of the same date (the "Note") and covering the property described in the Security Instrument and located at **16754 Frazier Ln, Burlington, WA 98233**

(Property Address)

LEGAL DESCRIPTION:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: **P31052/340302-4002-0500 & P105234/340302-4-002-2302**
P21052

MODIFICATIONS: In addition to the covenants and agreements made in the Security Instrument, Borrowers and Note Holder further covenant and agree as follows:

A. PROPERTY:
Property, as the term is defined herein, shall also encompass the following manufactured home (the "Manufactured Home"):
New _____ Used x Year **1998** Length **60** Width **28**
Manufacturer/Make **MODULINE**
Model Name or Model No. _____
Serial No. **117665**
Serial No. _____
Serial No. _____
Serial No. _____
Certificate of Title Number _____ No Certificate of Title has been issued.

B. ADDITIONAL COVENANTS OF BORROWER:
(a) Borrower(s) covenant and agree that they will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the real property described herein including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and executing any documentation necessary to classify the Manufactured Home as real property under state and local law.

Initials: [Signature]



LOAN #: 8501319649

- (b) That the Manufactured Home described above shall be, at all times, and for all purposes, permanently affixed to and part of the real property legally described herein.
- (c) Borrower(s) covenant that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes and further covenant that the Manufactured Home has been delivered and installed to their satisfaction and is free from all defects.

C. RESPONSIBILITY FOR IMPROVEMENTS:

Note Holder/Lender shall not be responsible for any improvements made or to be made, or for their completion relating to the real property, and shall not in any way be considered a guarantor of performance by any person or party providing or effecting such improvements.

D. INVALID PROVISIONS:

If any provision of this Security Instrument is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provisions shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

By signing this, Borrower(s) agree to all of the above.


HEATHER SOMERS

3/23/17 (Seal)
DATE


KEVIN SOMERS

3/23/17 (Seal)
DATE



EXHIBIT "A"

Order No.: 620029898

For APN/Parcel ID(s): P21052 / 340302-4-002-0500 and P105234 / 340302-4-002-2302

PARCEL "A"

Tract "B" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington, being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.

EXCEPT therefrom:

(a) That portion lying Southerly of the Southwesterly projection of the following described line: Beginning at a point on the East line of Tract "A" of said Short Plat which is 12 feet North of the Southeast corner of said Tract "A" as measured along the East line thereof; thence Southwesterly to the Southwest corner of said Tract "A".

ALSO EXCEPT:

(b) Beginning at the Southwest corner of said Tract "A"; thence Southwesterly along the projection of the above described line to a point 10 feet West of the East line of said Tract "B"; thence Northwesterly to the most Northerly corner of said Tract "B"; thence Southerly along the Northeasterly line of said Tract "B" to the point of beginning.

TOGETHER WITH the Northwesterly one foot of that portion of said premises lying within a one foot strip contiguous to and Southerly of the line described in sub-paragraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH a non-exclusive easement for utility purposes over and across that portion of said Tracts "A" and "B", and over and across Tract 1 of Short Plat No. 74-80, approved June 19, 1980 and recorded under Auditor's File No. 8006190030, in Volume 4 of Short Plat, page 121, records of Skagit County, Washington, lying Northerly of a line 10 feet South of and parallel to the line described in subparagraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH non-exclusive rights of ingress, egress and utilities over and across Tract "E" of said Short Plat.

INCLUDING A 60x28 1998 Moduline Manufactured Home, Serial No. 117665, title of which has been eliminated.

Situate in the County of Skagit, State of Washington.

PARCEL "B"

An undivided 25% interest in Tract "E" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.; EXCEPT the five following described portions thereof:

EXHIBIT "A"

(continued)

- (1) The Southeasterly 5 feet of the Northeasterly 198 feet thereof;
- (2) The Northwesterly 5 feet of the Southeasterly 10 feet of the Northeasterly 259.46 feet thereof;
- (3) The Northwesterly 5 feet of the Southeasterly 15 feet of the Northeasterly 259.46 feet thereof;
- (4) That certain 5 foot wide strip of land lying between the Southwesterly extensions of the Northwesterly and Southwesterly lines of Exception 3 hereinabove;
- (5) That certain 5 foot wide strip of land the centerline of which runs between the mid-point on the Southwesterly line of Exception 2 hereinabove and the Easterly most corner of Tract "D" of said Short Plat

Situate in the County of Skagit, State of Washington.

This document was prepared by:
Umpqua Bank
P.O. Box 1140
Coos Bay, OR 97420

LOAN #: 8501319649

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF WA

COUNTY OF Skagit

This Manufactured Home Affidavit of Affixation is made this 22nd day of March, 2017 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to Umpqua Bank, a State Chartered Bank

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New _____ Used X Year 1998 Length 60 Width 28

Manufacturer/Make MODULINE

Model Name or Model No. _____

Serial No. 117665

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) WAS#081032 WAS#0811033

Certificate of Title Number _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 8501319649

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
16754 Frazier Ln, Burlington

Skagit, WA 98233

(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 8501319649

10. The Home is subject to the following security interests (each, a "Security Interest"):

_____ Name of Lienholder	_____ Name of Lienholder
_____ Address:	_____ Address:
_____ Original Principal Amount Secured: \$	_____ Original Principal Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
- B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- C. The manufacturer's certificate of origin and/or certificate of title to the Home shall be has been eliminated as required by applicable law.
- D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 8501319649

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

[Handwritten signature of Heather Somers]

HEATHER SOMERS

3/23/17 (Seal)
DATE

[Handwritten signature of Kevin Somers]

KEVIN SOMERS

3/23/17 (Seal)
DATE

STATE OF Washington

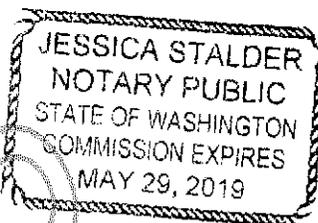
COUNTY OF SKAGIT SS:

On this day personally appeared before me HEATHER SOMERS AND KEVIN SOMERS to me known to be the individual party/parties 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 23 day of March, 2017.

[Handwritten signature of Notary Public]
Notary Public in and for the State of WA
Washington, residing at 1st Venon

My Appointment Expires on 5/29/19



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.



LOAN #: 8501319649

IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

Umpqua Bank, a State Chartered Bank

Lender
Marcie Walsh
By: Authorized Signature

STATE OF: Oregon)
COUNTY OF: Washington) SS.:

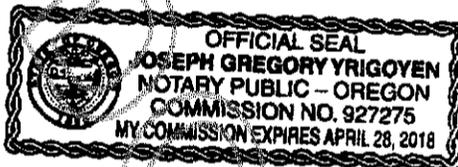
On the 22nd day of March in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared *Marcie Walsh*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Joe Yrigoyen
Notary Signature

Official Seal:

Joe Yrigoyen
Notary Printed Name



Notary Public; State of Oregon
Qualified in the County of Washington
My Commission expires: 4/28/18

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Elle Mae, Inc.

Page 5 of 5

Initials: *MS*
GMANARDU 0116
GMANARLU (CLS)
03/22/2017 09:26 AM PST



EXHIBIT "A"

Order No.: 620029898

For APN/Parcel ID(s): P21052 / 340302-4-002-0500 and P105234 / 340302-4-002-2302

PARCEL "A":

Tract "B" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.

EXCEPT therefrom:

(a) That portion lying Southerly of the Southwesterly projection of the following described line: Beginning at a point on the East line of Tract "A" of said Short Plat which is 12 feet North of the Southeast corner of said Tract "A" as measured along the East line thereof; thence Southwesterly to the Southwest corner of said Tract "A".

ALSO EXCEPT:

(b) Beginning at the Southwest corner of said Tract "A"; thence Southwesterly along the projection of the above described line to a point 10 feet West of the East line of said Tract "B"; thence Northwesterly to the most Northerly corner of said Tract "B"; thence Southerly along the Northeasterly line of said Tract "B" to the point of beginning.

TOGETHER WITH the Northwesterly one foot of that portion of said premises lying within a one foot strip contiguous to and Southerly of the line described in sub-paragraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH a non-exclusive easement for utility purposes over and across that portion of said Tracts "A" and "B", and over and across Tract 1 of Short Plat No. 74-80, approved June 19, 1980 and recorded under Auditor's File No. 8006190030, in Volume 4 of Short Plat, page 121, records of Skagit County, Washington, lying Northerly of a line 10 feet South of and parallel to the line described in subparagraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH non-exclusive rights of ingress, egress and utilities over and across Tract "E" of said Short Plat.

INCLUDING A 60x28 1998 Moduline Manufactured Home, Serial No. 117665, title of which has been eliminated.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An undivided 25% interest in Tract "E" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.; EXCEPT the five following described portions thereof:

EXHIBIT "A"

(continued)

- (1) The Southeasterly 5 feet of the Northeasterly 198 feet thereof;
- (2) The Northwesterly 5 feet of the Southeasterly 10 feet of the Northeasterly 259.46 feet thereof;
- (3) The Northwesterly 5 feet of the Southeasterly 15 feet of the Northeasterly 259.46 feet thereof;
- (4) That certain 5 foot wide strip of land lying between the Southwesterly extensions of the Northwesterly and Southwesterly lines of Exception 3 hereinabove;
- (5) That certain 5 foot wide strip of land the centerline of which runs between the mid-point on the Southwesterly line of Exception 2 hereinabove and the Easterly most corner of Tract "D" of said Short Plat

Situate in the County of Skagit, State of Washington.