

RETURN TO:

INTERWEST BANK
P O Box 1649
Oak Harbor, WA 98277

SKAGIT COUNTY
KATHY HIL

98 JUL 24 10:52

9807240031

RECORDED _____ FILED _____
REQUEST OF _____

LAND TITLE COMPANY OF SKAGIT COUNTY

TAX PARCEL: 350423-0-009-0009

BRIEF LEGAL:

PTN NE 1/4 NE 1/4 IN 23-35-4 EWM - LONG LEGAL ON PG 9

JULY 13, 1998

ASSUMPTION AGREEMENT WITH RELEASE

LOAN # 0380529571

WHEREAS, InterWest Bank made the following loan:

- A. Original borrower: DEAN D & PEGGY J HARRIMAN
Address: 609 F & S GRADE RD, SEDRO WOOLLEY, WA 98284
- B. Amount: \$85,000.00
- C. Note and Mortgage dated: OCTOBER 25, 1998
- D. Mortgage recorded/filed:
 - 1. Date: NOVEMBER 3, 1995
 - 2. County: SKAGIT
 - 3. Auditor's file number: 9511030065
 - 4. Serial number:

WHEREAS, said borrowers have sold said property to the undersigned purchasers and said purchasers desire to assume and agree to pay said indebtedness as evidenced by said Note and Mortgage and to perform all the obligations under said Note and Mortgage, and said Bank is willing to consent to said transfer of title and assumption of said indebtedness and is willing to release said borrowers from their present liability on said Note and Mortgage:

THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

- A. InterWest Bank does hereby consent to the sale and/or conveyance of said premises by borrowers to purchasers.
- B. Purchasers do hereby assume and agree to pay said mortgage indebtedness, evidenced by said Note and Mortgage, and to perform all of the obligations provided therein.
- C. A copy of said Note and Mortgage is attached hereto and incorporated herein by reference as though fully set forth herein. PURCHASERS HAVE READ AND UNDERSTAND FULLY THE TERMS OF SAID NOTE AND MORTGAGE.
- D. It is agreed and understood that as of this date said indebtedness is as follows:
 - 1. Current interest rate (may be varied from original interest rate): 9.625%
 - 2. Current balance: \$83,298.64
 - 3. Interest paid to: JULY 1, 1998
 - 4. Monthly payments due: 1ST day of each month
 - 5. Current monthly payment to reserve balance: \$.00
 - 6. The present reserve account balance is \$_____ which is hereby assigned to purchasers together with all future additions thereto.
 Yes Non-applicable

9807240031

BK 1845 PG 0191

E. In consideration of said Bank approving said sale and in not calling said Note and Mortgage due and payable in full, the undersigned borrower and purchaser agree that the terms of said Note are to be adjusted as follows:

1. Loan assumption date: JULY 15, 1998
2. Assumed balance: \$83,298.64
3. Adjusted interest rate: 9.750%
4. Date interest rate to be adjusted: JULY 15, 1998
5. Adjusted monthly payment: \$728.02
6. Adjusted monthly reserve payment: \$.00
7. First full adjusted monthly payment due: SEPTEMBER 1, 1998
(And on the same day of each month thereafter)
8. The interest is established on a base rate of 5.855 %.
9. The percentage limitation on increases or decreases in the interest rate of said Note shall be 5.000 %. (Variable rate may now go down to 4.750 % or up to 14.750 %.) No change in the interest rate charged hereunder may take place until 006 months have elapsed from the date of this agreement.
10. Total adjusted payment of principal, interest and reserves is \$ 728.02 per month.
11. Default rate: 24.000%
12. The entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the 1ST day of DECEMBER, ~~199~~ 2025.

F. InterWest Bank hereby releases and discharges original borrowers from their personal obligation upon said indebtedness, but in all other respects said Note and Mortgage are to remain in full force and effect.



G. Purchaser agrees to pay to InterWest Bank a non-refundable assumption fee of \$ 832.98.

H. All references herein to mortgage shall include Deed of Trust, Conditional Sales Contract, Security Agreement, Title, UCC and Real Estate Mortgages.

I. This assumption by said purchaser is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

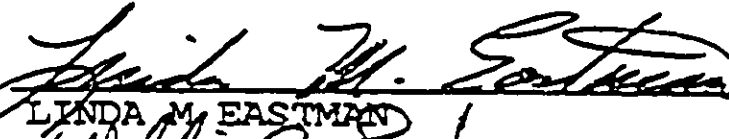

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 13TH day of JULY, 1998.

BORROWERS:


DEAN D HARRIMAN

PEGGY J HARRIMAN
ADDRESS: 609 F & S GRADE ROAD
SEDRO WOOLLEY, WA 98284

PURCHASERS:

I have received a copy of the original mortgage documents.


LINDA M. EASTMAN

WILLIAM EASTMAN
ADDRESS: 2575 HWY 20
SEDRO WOOLLEY, WA 98284

INTERWEST BANK

By: JACKIE FRAZIER
Loan Officer