Recording Requested By and When Recorded Mail To:

SEATTLE FUNDING GROUP, LTD. 1239 120<sup>th</sup> Avenue NE, Suite J

Bellevue, WA 98005 Attention: Beverly J. Heyden 200312310203 Skagit County Auditor

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## CHICAGO TITLE CO.

Short Form **DEED OF TRUST** 

Grantor(s):

Jody Monday, a married person

Grantee(s):

Beneficiary—Seattle Funding Group, Ltd., Trustee—SFG Data Services, Inc., a

Washington Corporation

Abbreviated Legal

Lots 5 and 6, Block 11, PLAT OF THE SOUTHERN ADDITION TO MOUNT

VERNON

Assessor's Tax Parcel Number(s): 3758-011-006-0009

Loan # 03-0305

THIS DEED OF TRUST is dated **December 30, 2003**, BETWEEN **Jody Monday, a married person**, as Grantors, whose address is **1314 Virginia Street**, **Mount Vernon**, **WA 98273**, and SFG Data Services, Inc., a Washington Corporation, as Trustee, whose address is 1239 120<sup>th</sup> Avenue NE, Suite I, Bellevue, Washington 98005, and SEATTLE FUNDING GROUP, LTD, a Washington corporation ("Lender"), as Beneficiary, whose address is 1239 120<sup>th</sup> Avenue NE, Suite J, Bellevue, Washington 98005.

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described properties in Skagit, County, Washington:

Lots 5 and 6, Block 11, PLAT OF THE SOUTHERN ADDITION TO MOUNT VERNON, according to the plat thereof, recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington.

Situated in Skagit County, Washington.

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rent, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

## THIS DEED IS FOR THE PURPOSE OF SECURING the following:

- (a) Payment of the sum of NINETY EIGHT THOUSAND AND 00/100 DOLLARS (\$ 98,000.00), with interest thereon, according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note", which term shall include all renewals, modifications or extensions thereof evidencing the indebtedness secured by this Deed of Trust)
- (b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with or subsequent to this Deed of Trust (this Deed of Trust, the note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing; and
- (c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred

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to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25<sup>th</sup>) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to wit:

	AUDITOR'S		AUDITOR'S					
i.	COUNTY	BOOK OR VOL.	PAGE NO.	FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	FILE NO.
	A STATE OF THE STA							
	Adams	2 of Record, Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
	Asotin	Microfilined Under Audito	r's No.	101896	Lincoln	107 of Mortgages	776-7 <b>7</b> 9	316596
	Benton	241 of Official Rec.	695A-C	592931	Маѕоп	Reel 48	Frame 835-838	236038
	Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
	Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
	Clark	And, Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
	Columbia	49 of Deeds	198-201	F-3115	Pierce	1254 of Mtgs.	707-710	2250799
	Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
	Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
	Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
	Franklin	II of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
	Garfield	Microfilmed Under Audito	r's No.	13044	Spokane	14 of Official Rec.	1048-1051	376267C
	Grant	44 of Rec. Doc.	373-376	53824 I	Stevens	109 of Mtgs.	394-397	390635
	Grays Harbo	r 21 of General	31-34	207544	Thurston	454 of Official Red	. 731-734	785350
	Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of Mortgages	89-92	24732
	Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
	King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
	Kitsap	929 of Official Rec.	480-483	934770	Whitman	Lof Misc.	291-294	382282
	Kittitas	III of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
	Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The Property which is subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

The Master Form Deed of Trust referenced hereinabove is hereby modified as follows:

There is added to Paragraph 1, a new subsection as follows:

(e) All site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, test borings market surveys and other work product relating to said property; all materials, supplies and other goods now owned or hereafter acquired, wherever located, whether in the possession of Grantor or any other person, purchased for use in the construction or furnishing of improvements on said property, together with documents relating thereto and proceeds thereof; and the name by which the buildings and all other improvements on said property are commonly known and the continuing right to use such name.

Paragraph 5 is deleted and replaced by the following:

5. Grantor shall pay late charges as provided in the Note secured hereby

The following is added to Paragraph 10:

Unless otherwise agreed or directed in writing, Grantor shall keep all buildings or other improvements now or hereafter erected on the property described herein and in the Short Form Deed of Trust continuously insured against loss by fire and other hazards, casualties, and contingencies, including war damage in an amount not less that the total debt secured by this Deed of Trust.

Paragraph 13 is modified as follows:

"ten percent (10%)" is deleted and replaced by the "greater of twelve percent (12%), the note rate, or the rate provided in the note in the event of default"

There is added to Paragraph 14 the following:

Grantor shall immediately upon demand pay, with interest as provided in Paragraph 13 hereof, all advances, expenditures, costs and expenses incurred by Beneficiary or Trustee in connection with the exercise of the foregoing rights, including without limitation, those hereinabove identified, and court costs, and costs of appraisals, consultants, and attorney fees, the repayment of all of which shall be secured hereby.

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Paragraph 25(a) is deleted and replaced by the following:

(a) Default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein or in the Note secured hereby, or default by Grantor in the performance or payment of any other obligation or indebtedness now or hereafter owed by Grantor to beneficiary or beneficiary's successors or predecessors in interest

Paragraph 25 (c) is deleted and replaced by the following:

(c) Any transfer of interest prohibited by the terms of the Note secured hereby.

The following Rider(s) are attached hereto and incorporated herein by reference, which Rider(s) shall supersede and amend any inconsistent provisions of the Master Form: None

WITNESS the hand(s) and seal(s) of the Granter(s) on the day and year first above written.

I William E. Everett, hereby acknowledge this Deca of Trust to satisfy the Homestead Act

| Judy Monday | William E. Everett

STATE OF WASHINGTON COUNTY OF Skagit

On this day personally appeared before me Jody Monday, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

\* and William E. Everett

Given under my hand and official seal this 31st day of December , 2003



Notary Public for the state of Washington
My appointment expires: 3-5-05
Printed Name: Mary Anne Meyer

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated\_\_\_\_

200312310203 Skagit County Auditor

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