

After Recording Return To:
PLAZA HOME MORTGAGE, INC.
5090 SHOREHAM PLACE #109
SAN DIEGO, CALIFORNIA 92122
Loan Number: 09502244



200504110166

Skagit County Auditor

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CHICAGO TITLE COMPANY IC34043
[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 1001098-0000007830-4

Grantor(s) (Last name first, then first name and initials):

1. HOCKETT, MICHAEL E.
2. HOCKETT, MELISSA K.
- 3.
- 4.
- 5.
- 6.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials):

1. PLAZA HOME MORTGAGE, INC.
2. CHICAGO TITLE COMPANY, TRUSTEE
- 3.
- 4.
- 5.
- 6.

Additional names on page _____ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

LOT 37, PLAT OF WILDERNESS VILLAGE DIV. NO. 1 LEGAL DESCRIPTION
ATTACHED HERETO AND MADE A PART HEREOF.

Full legal description on page 10 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 4208-000-037-0009

Reference Number(s) Assigned or Released:

Additional references on page _____ of document.

WASHINGTON-SECOND MORTGAGE
Form 3848 - AS AMENDED FOR MERS



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449-1362
ic.com

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds legal title to the interests granted by Borrower in this Deed of Trust; 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 or cancelling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated APRIL 4, 2005 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 35,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2020; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

which has the address of 7458 SKAGIT VIEW DRIVE
CONCRETE [City]
Washington, [State]
98237 [Zip Code]
(herein "Property Address");

THIS SECURITY INSTRUMENT IS SUBORDINATE TO AN EXISTING FIRST LIEN(S) OF RECORD.

DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
A.P.N. #: 4208-000-037-0009
LOT 37, PLAT OF WILDBERNESS VILLAGE DIV. NO. 1 LEGAL
County of SKAGIT
State of Washington;

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skagit, State of Washington:

5090 SHOREHAM PLACE #109, SAN DIEGO, CALIFORNIA 92122
is organized and existing under the laws of CALIFORNIA
PLAZA HOME MORTGAGE, INC.
tel. (888) 679-MERS.

Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026,
as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of
and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender,
(herein "Trustee"),
98273

CHICAGO TITLE 425 COMMERCIAL ST, MOUNT VERNON, WASHINGTON
(herein "Borrower"),

Grantor, MICHAEL F. HOCKETT AND MELISSA K. HOCKETT, HUSBAND AND WIFE
THIS DEED OF TRUST is made this 4th day of APRIL 2005, among the

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

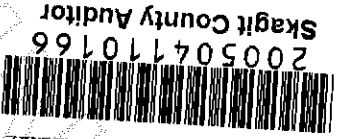
If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.



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5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. 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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

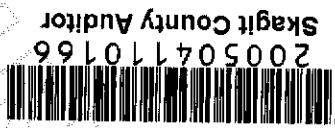
6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of trust or other security agreement with a lien which has priority over this Deed of Trust, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.



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actually received.

sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the shall be applied first to payment of the costs of management of the Property and collection of rents, including, and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent rents as they become due and payable.

acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements this Deed of Trust if: (a) Borrower pays Lender all sums which would then be due under this Deed of Trust and to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing Deed of Trust due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this

place.

or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant

may purchase the Property at any sale.

of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total time and place and under the terms designated in the notice of sale in one or more parcels and in such order as sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the require. After the lapse of such time as may be required by applicable law and after publication of the notice of regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may of default and of Lender's election to cause the Property to be sold. Trustee and Lender take such action If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event

attorneys' fees.

incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses Trust to be immediately due and payable without further demand and may invoke the power of sale and any other the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of any other matters required to be included in such notice by applicable law. If the breach is not cured on or before to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action



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20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

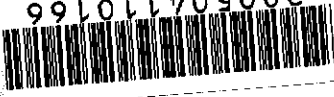
21. Substitute Trustee. In accordance with applicable law, Lender may, from time to time, appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or farming purposes.

23. The following Riders are to be executed by Borrower. [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

TRIAL VERSION



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Witness:

Witness:

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
MICHAEL F. HOCKETT

(Seal) -Borrower
MELISSA K. HOCKETT

Michael F. Hockett

Melissa K. Hockett

Deed of Trust

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 8 of this

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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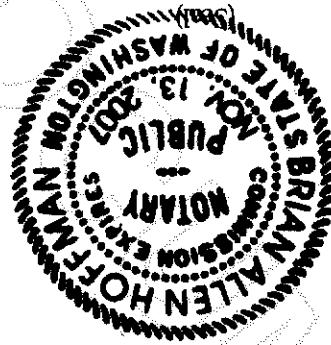


Date:

TO TRUSTEE:
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

REQUEST FOR RECONVEYANCE

My commission expires: 11-13-07



Notary Public in and for the State of Washington,
residing at: Bothell

[Handwritten Signature]

Individuals 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 4 day April 2005

On this day personally appeared before me MICHAEL E. HOCKETT, MELISSA K. HOCKETT

State of Washington
County of Shohomsk

**Attachment to Deed of Trust dated April 4, 2005
Borrower(s): Michael F. Hockett and Melissa K. Hockett
Loan No.: 09502244**

EXHIBIT "A"

**Lot 37, PLAT OF WILDERNESS VILLAGE DIV. NO. 1, according to the plat thereof, recorded
in Volume 10 of Plats, page 48, records of Skagit County, Washington.
Sited in Skagit County, Washington.**

- END OF EXHIBIT "A" -



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www.docmagic.com

BALLOON RIDER SECOND MORTGAGE
FORM 651 10/21/04

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

MELISSA R. HOCKETT

-Borrower (Seal)

MICHAEL F. HOCKETT

-Borrower (Seal)

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

(the "Property").
Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:
(the "Lender") of the same date and covering the property described in the Security Instrument and located at 7458 SKAGIT VIEW DRIVE, CONCRETE, WASHINGTON 98237
Borrower's Note (the "Note") to PLAZA HOME MORTGAGE, INC.
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument and is
This Balloon Rider is made this 4th day of APRIL, 2005

BALLOON RIDER SECOND MORTGAGE

MIN: 1001098-000007830-4 Loan Number: 09502244