When Recorded Mail To: WMC MORTGAGE CORP.

3100 THORNTON AVENUE

BURBANK, CA 91504

Attn:

(WHOLESALE)

Prepared By: DANIEL GARCIA

WMC MORTGAGE CORP.

6320 CANOGA AVENUE 10TH FL (MAILROOM)

WOODLAND HILLS, CA 91367

Assessor's Parcel or Account Number: P83220

Abbreviated Legal Description: BORROWER IS SOLELY RESPONSIBLE FOR PAYMENT. FIRST NATIONWID

PM. Lot 142, Thunderburd East Little Addn.

[Include lot, block and plat or section, township and range]

Full legal description located on page

FIRST AMENICAN TITLE CO.

**Skagit County Auditor** 

12 3:21PM

11/3/2005 Page

Trustee: BISHOP & LYNCH OF KING COUNTY

B86387E-3

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#### DEED OF TRUST

Loan #: 11360479

P83220 100136300113604796

Serv #: 11360479

THIS DEED OF TRUST is made this 2nd day of November, 2005 PAUL GONZALES and LYNDA GONZALES, ILM Shand and Wife

, among the Grantor,

BISHOP & LYNCH OF KING COUNTY (herein "Borrower"),

(herein "Trustee"), and

the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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-WMC MORTGAGE CORP. MERS.

("Lender") is organized and existing under the laws of CALIFORNIA P.O. BOX 54089, LOS ANGELES, CA 90054-0089 has an address of

and

WASHINGTON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Form 3848

\*WMC\* 00113604797WA00100820051101220516;

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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS EXHIBIT 'A'.

which has the address of 925 NEZ PERCE DRIVE

[Street]

MOUNT VERNON

[City]

, Washington 98273

(herein "Property Address");

[ZIP Code]

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 which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and 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 only 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 canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated November 2, 2005 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$55,900.00, 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 December 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.

Borrower covenants that Borrower is lawfully seised 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.

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Form 3848

> 200511030108 Skagit County Auditor

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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 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.
- 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 make 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

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Form 3848



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Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower's obligations under the declarations 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.

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 consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, 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.
- agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the

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Form 3848

Skagit County Auditor

applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach 17. of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice. Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 lapse of such time as may be 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 such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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)

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> 200511030108 Skagit County Auditor

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to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

- by this Deed of Trust due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender 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 this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

- 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 and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
- 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.

REFERENCE IS HEREBY	MADE TO THE RIDER(S) ATTACHED	D HERETO AND MADE A PART
HEREOF FOR ALL PURPOS	ES: [Check box as applicable]	
Adjustable Rate Rider	☐ Balloon Rider	□1-4 Family Rider
Condominium Rider	Planned Unit Development Rider	Second Home Rider
☐ Bi-Weekly Rider	x Other(s) [specify] Balloon Rider	

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\*WMC\* 001136047

Form 3848

Skagit County Auditor

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

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.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

- Borrower - PAUL GONZALES - Date -

Borrower H LYNDA GONZALES - Dat

200511030108 Skagit County Auditor

11/3/2005 Page

7 of 12 3:21PM

[Sign Original Only]

11360479 STATE OF WASHINGTON, County of Nagar 11360479

ss:

(	On this day personal	ly appeared before me	6	<i>Ø</i> .	76
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١,					(/

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 2nd day of 110 Emle 2005.

Residing at Carlington Un My Appointment Expires on: 9-21-07

SANDRA

0511030108 **Skagit County Auditor** 

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12 3:21PM

Order No: B86387

# Schedule "C" Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Lot 142, "THUNDERBIRD EAST FOURTH ADDITION", as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington; EXCEPT the South 50 feet of Lot 142, and EXCEPT the following described portion of said Lot 142, as follows:

Commencing at the Northeast corner of said Lot 142; thence South 5 degrees 54'03" East, 93.69 feet along the East line of said Lot 142 to the true point of beginning; thence continue South 5 degrees 54'03" East, 145.56 feet along said East line to the North line of the South 50.00 feet (as measured perpendicular to the South line) of said Lot 142; thence South 73 degrees 10'56" West, 183.82 feet along said North line of the South 50.00 feet of Lot 142 to the Northwesterly corner thereof; thence North 50 degrees 27'07" East, 133.47 feet; thence North 73 degrees 10'56" East, 60.00 feet to a point bearing South 0 degrees 23'10" West from the true point of beginning; thence North 0 degrees 23'10" East, 95.63 feet to the true point of beginning.

TOGETHER WITH that portion of Lot 143, "THUNDERBIRD EAST FOURTH ADDITION", as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington, described as follows:

Beginning at the Northwesterly corner of said Lot 143; thence South 5 degrees 54'03" East, 93.69 feet along the West line of said Lot 143; thence North 0 degrees 23'10" East, 95.37 feet to a point of curvature on the North line of said Lot 143; thence along the arc of said curve to the right, concave to the Northwest, having an initial tangent bearing of South 72 degrees 02'35" West, a radius of 50.00 feet, through a central angle of 12 degrees 03'22", an arc distance of 10.52 feet to the point of beginning.

EXCEPT from all of the above described portions of Lots 142 and 143 those portions lying within the following described tract:

Beginning at the Northwest corner of said Lot 142, Plat of "THUNDERBIRD EAST FOURTH ADDITION"; thence North 73 degrees 10'56" East along the North line of said Lot 142 for a distance of 100.40 feet, more or less, to a Northeast corner thereof, being a point on a non-tangent curve; thence along the arc of said curve to the left, concave to the Northeast having an initial tangent bearing of South 16 degrees 49'04" East, a radius of 50.00 feet, through a central angle of 79 degrees 04'55" an arc distance of 69.01 feet, more or less, to a Northeast corner of Lot 142, also being the Northwest corner of that certain parcel described on Quit Claim Deed to John S. Milnor, a single man, and Danya R. Johnson, a single woman, recorded under Skagit County Auditor's File No. 9510120073; thence continue along said curve to the left, having a radius of 50.00 feet, through a central angle of 12 degrees 03'22" an arc distance of 10.52 feet, more or less, to the Northeast corner of said Milnor parcel: thence South 0 degrees 23'10" West along the East line of said Milnor parcel for a distance of 60.00 feet; thence South 89 degrees 35:33" West for a distance of 120.00 feet; thence South 44 degrees 52'13" West for a distance of 68.18 feet, more or less, to the Southeast corner of Lot 106-A said Plat of "THUNDERBIRD EAST FOURTH ADDITION" at a point bearing South 4 degrees 36'16" West from the point of beginning; thence North 4 degrees 36'16" East along the East line of said Lot 106-A, also being the West line of said Lot 142, for a distance of 113.59 feet, more or less, to the point of beginning.

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Order No: B86387

TOGETHER WITH a non-exclusive easement for ingress, egress, utilities and drainage for the benefit of Lots 142 and 143, "THUNDERBIRD EAST FOURTH ADDITION", as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington, and being more particularly described as follows:

Commencing at the Northwest corner of said Lot 143, being a point of curvature concave to the Northwest; thence along the arc of said curve to the left having an initial tangent bearing of North 84 degrees 05'57" East, a radius of 50.00 feet through a central angle of 12 degrees 03'22", an arc distance of 10.52 feet to the true point of beginning; thence South 0 degrees 23'10" West, 191.00 feet; thence South 73 degrees 10'56" West, 25.00 feet parallel with the South line of said Lot 142; thence South 16 degrees 49'04" East, 25.00 feet; thence North 73 degrees 10'56" East, 38.20 feet; thence North 0 degrees 23'10" East, 223.47 feet parallel with and 20.00 feet Easterly (as measured perpendicular) of the first course described herein, to a point of curvature on the North line of said Lot 143; thence along the arc of said curve to the right concave to the Northwest having an initial tangent bearing of South 44 degrees 46'01" West, a radius of 50.00 feet, through a central angle of 27 degrees 16'34", an arc distance of 23.80 feet to the true point of beginning.

ALSO TOGETHER WITH non-exclusive easements for ingress, egress, utilities and drainage existing on November 12, 2004 over, across and under that portion of the vacated cul-de-sac as vacated in City of Mount Vernon Ordinance No. 2260, recorded as Auditor's File No. 8705010003, adjoining both Lots 142 and 143, and which has reverted thereto by operation of law.



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## [Space Above This Line For Recording Data]

**BALLOON RIDER** 

GONZALES

Loan #: 11360479

MIN: 100136300113604796

Serv #: 11360479

THIS BALLOON RIDER is made this 2nd day of November, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to wmc Mortgage corp.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 925 NEZ PERCE DRIVE MOUNT VERNON, WA 98273

### [Property Address]

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE 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

**BALLOON RIDER-MULTISTATE (01/97)** 

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	ees to the terms and covenants contained in this Balloon Rider.
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