

2nd



200604100125
Skagit County Auditor

4/10/2006 Page 1 of 4 11:28AM

AFTER RECORDING MAIL TO:

Name: **Webster Bank**
Address: **609 West Johnson Avenue**
City/State: **Cheshire, CT 06410-4502**
Attn: **CH535**

LAND TITLE OF SKAGIT COUNTY

Deed of Trust
(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this **3rd day of April, 2006** between
ANDREW RYAN,

GRANTOR, whose address is **21227 FRANCIS ROAD MOUNT VERNON, WA 98273**
and First American Title Insurance Company, a California corporation, as TRUSTEE, whose address is 2101
Fourth Avenue, Seattle, Washington 98121 and **Webster Bank, N.A.**,
a federally chartered savings bank, BENEFICIARY, whose address is 609 West Johnson Avenue, Cheshire, CT
06410-4502.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the
following described real property in **SKAGIT** County, Washington:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF
Lot 9, Block 2, Lamm's Panorama View Lots

This Deed of Trust is Second and Subordinate to Deed of Trust dated April
3rd, 2006, recorded April 10, 2006, under Auditor's File No.
200604100124

Being also known as Assessor's Property Tax Parcel/Account Number(s): **3965-002-009-0004**
(P67777)

which real property is not used principally for agricultural or farming purposes, together with all the tenements,
hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents,
issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of grantor herein contained, and
payment of the sum of **Forty-Two Thousand, Eight Hundred and No/100 -----**

DOLLARS (\$ 42,800.00) with interest, in accordance with the terms of a promissory note of even date
herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions
thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their
successors or assigns, together with interest thereon at such rate as shall be agreed upon (collectively referred to
hereinafter as "Agreement").

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. I shall not destroy, damage or impair the Property, allow it to deteriorate or commit waste on the Property. I shall maintain the Property in order to prevent it from deteriorating or decreasing in value because of its condition. Beneficiary may make reasonable entries upon and inspections of the Property. If Beneficiary has reason to believe the interior of the Property may be damaged or impaired, Beneficiary may inspect the interior after reasonable (under the circumstances) notice to me. If I have abandoned or left the property vacant Beneficiary may do and pay for whatever is reasonable or appropriate to protect Beneficiary's interest in the Property by securing the Property, including, but not limited to changing locks, boarding windows, draining pipes, turning off utilities and eliminating building or other code violations. Beneficiary may also protect the priority of this Deed of Trust and its interest in the Property, including paying any sums secured by a lien that has priority over this Deed of Trust, appearing in court (including bankruptcy hearings and court) and paying reasonable attorney's fees incurred in such efforts. Any sums so expended shall become additional debt secured by this Deed of Trust and shall bear interest at the rate (or applicable variable rate) as set forth in the Agreement.
2. If the Property is a Condominium Unit, I must follow the requirements of the declaration, regulations, by-laws and any other documents that created or govern the Condominium Project. Without first obtaining the Beneficiary's written approval, I cannot act or vote in favor of any effort to transfer the ownership of the common areas or against the repair or restoration of any part of the condominium project that is damaged or destroyed, or taken by condemnation.

3. I shall pay all taxes, assessments, water rates, sewer rents, utility charges, and any other charges and liens having priority over the lien of this Deed of Trust now or hereafter assessed. The Property is subject only to the deed(s) of trust which I previously disclosed to the Beneficiary (the "Prior Deed(s) of Trust"). I shall not commit any act of default under the Prior Deed(s) of Trust.
4. I shall pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by Beneficiary in any foreclosure, or in protecting or sustaining the lien of this deed of trust, or in any litigation or controversy arising from or connected with the Agreement, upon demand.
5. The provisions of this Deed of Trust shall be binding upon and inure to the benefit of my respective heirs, successors, executors, administrators and assigns.
6. The condition of this Deed of Trust is such that whereas Beneficiary and I have entered into a consumer revolving loan agreement (the terms of which are stated in the Agreement) by virtue of which Beneficiary has agreed to lend me money from time to time in accordance with the terms and conditions of the Agreement provided the outstanding principal balance of all advancements under the Agreement shall not exceed at any time the Loan Amount, and I have agreed to repay all such sums advanced pursuant to the terms of the Agreement with interest, all as is more particularly set forth in the Agreement. If not sooner paid, I agree to pay all amounts owed on the Maturity Date.
7. I agree to keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to me. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
8. I agree to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
9. I agree to pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' fees actually incurred, as provided by statute.
10. Should I fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
11. I shall occupy, establish and use the Property as my principal residence (or second home, if agreed to by Beneficiary) **and shall continue to so occupy the property for the term of the Deed of Trust, unless you otherwise agree in writing.**

IT IS MUTUALLY AGREED THAT:

- In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustees' fee and attorneys' fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
- The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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8. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and borrower is not a natural person) without the Beneficiary's prior written consent, then Beneficiary 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 Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

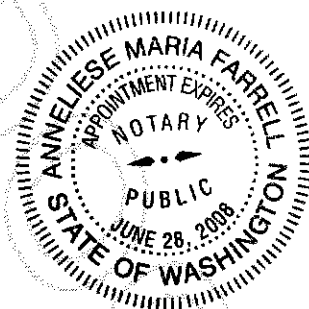
Andrew Ryan

ANDREW RYAN

STATE OF WASHINGTON)

COUNTY OF *SKAGIT*)

) SS.
)



I certify that I know or have satisfactory evidence that **ANDREW RYAN**

are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 4-5-06

Anneliese Maria Farrell
Name (typed or printed): ANNELESE MARIA FARRELL
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at La Conner
My appointment expires: 6/28/08

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 evidences 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: _____



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Escrow No.: 120146-PE

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 9, Block 2, "LAMM'S PANORAMA VIEW LOTS," as per plat recorded in Volume 7 of Plats, page 39, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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