



200607060070  
Skagit County Auditor

7/6/2006 Page 1 of 3 11:35AM

After recording please return to:

HomeStart Administrator  
Federal Home Loan Bank of Seattle  
1501 Fourth Avenue, Suite 1900  
Seattle, WA 98101-1693

LAND TITLE OF SKAGIT COUNTY

**FEDERAL HOME LOAN BANK OF SEATTLE**

**Deed of Trust and Retention Agreement**

Reference Number(s) of related document(s): \_\_\_\_\_.

Grantor(s): Kerri A. Grechishkin and Aleksey R. Grechishkin, wife and husband.

Grantee: Federal Home Loan Bank of Seattle.

Legal Description (abbreviated): ptn SE1/4 of NE1/4, 29-34-4 E W.M. (aka Lot 3, SP 3-93).

Full legal(s) on page/exhibit 1.

Assessor's Tax Parcel ID Number: 340429-1-020-0400 (P103143).

THIS DEED OF TRUST AND RETENTION AGREEMENT ("Agreement") is made this 30<sup>th</sup> day of June, 2006, between: Kerri A. Grechishkin and Aleksey R. Grechishkin, wife and husband ("Grantor"), whose address is 114 South 11<sup>th</sup> Street, Mount Vernon, WA 98274; and Land Title Company ("Trustee"), whose address is PO Box 445, Burlington, WA 98233; and the Federal Home Loan Bank of Seattle ("Beneficiary") whose address is 1501 Fourth Avenue, Suite 1900, Seattle, Washington 98101-1693.

**DEED OF TRUST PROVISIONS.** Grantor irrevocably grants, bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property ("Property") in Skagit County, Washington:

Tract 3 of Short Plat No. MV-3-93, approved June 3, 1993 and recorded June 3, 1993, under Auditor's File No. 9306030082, in Volume 10 of Short Plats, page 204, records of Skagit County, Washington; being a portion of the Southeast ¼ of the Northeast ¼ of Section 29, Township 34 North, Range 4 East, W.M., and being formerly a portion of Tract A-2 of Short Plat No. MV-12-84. Situate in the City of Mount Vernon, County of Skagit, State of Washington.

This Agreement is for the purpose of securing performance of Grantor's agreements set forth herein. Trustee shall reconvey the Property to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of Grantor's obligations and written request for reconveyance made by Beneficiary or the person entitled thereto. Upon default by Grantor in the performance of any agreement contained herein and upon written request of Beneficiary, Trustee shall sell the Property 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 Trustee's fee and attorney's fee; (2) to the obligation secured by this Agreement; (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 that Grantor had the power to convey. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Agreement, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Agreement and by law is not an exclusive remedy. If necessary Beneficiary may appoint a successor trustee, and upon the recording of such appointment the successor shall be vested with all powers of the original trustee. This Agreement is binding on the parties and their successors.

**Federal Home Loan Bank of Seattle – Affordable Housing Program  
State of Washington**

**RETENTION AGREEMENT.** Beneficiary has issued a \$5,000.00 Home\$tart Program Grant ("Grant") to assist Grantor in purchasing the Property. Federal regulations (12 CFR Part 951) restrict Grantor's ability to sell, lease, or refinance the Property, to ensure the Grant is used only for housing retained as "affordable housing" and as Grantor's primary residence for at least five years from the date this Agreement is recorded ("Retention Period"). Grantor agrees to notify Beneficiary in writing received at least two weeks prior to any sale, lease or refinancing of the Property occurring during the Retention Period. Grantor may notify Beneficiary by either hand-delivery or certified mail, return receipt requested, at the address set forth above, Attention: Home\$tart Administrator. If Grantor sells, leases or refinances the Property during the Retention Period, Grantor must repay to Beneficiary all or a portion of the Grant, without interest, in an amount calculated by Beneficiary equal to the Grant amount multiplied by the percentage of the Retention Period remaining as of the closing of such transaction. Grantor shall not be required to repay any portion of the Grant if: (a) Grantor refinances and the Property remains subject to the encumbrance created by this Agreement; or (b) Grantor's interest in the Property is divested via foreclosure of a lien or mortgage senior to this Agreement. Grantor is not required to repay an amount exceeding the net gain realized on a sale of the Property after deduction of sales expenses. Grantor shall not be required to repay any portion of the Grant if the Property is sold to a person eligible to participate in the Home\$tart Program, but only if: (a) such person's purchase of the Property is not partially financed with the proceeds of a Home\$tart Program Grant; (b) such person assumes the obligations under this Agreement, which assumption shall not be valid or recognized unless Beneficiary gives its PRIOR written approval to such assumption; and (c) the Property continues to be subject to this Agreement.

\*\*\*\*This Deed of Trust is Second and Subordinate to Deed of Trust dated June 30, 2006, recorded July 6, 2006 under Auditor's File No.\* \_\_\_\_\_

GRANTOR(S):

\*20060706 0069

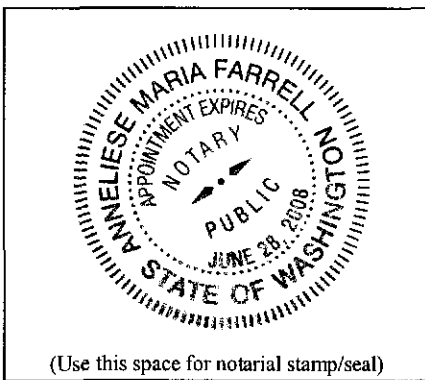
Kerri A. Grechishkin  
Kerri A. Grechishkin

Aleksey R. Grechishkin  
Aleksey R. Grechishkin

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that Kerri A. Grechishkin and Aleksey R. Grechishkin is/are the person(s) who appeared before me on this date, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes stated therein.



Date: 7-3-06

Anneliese Maria Farrell

Name: ANNELIESE MARIA FARRELL  
NOTARY PUBLIC, State of Washington

Residing at La Cour

My appointment expires 6/28/08



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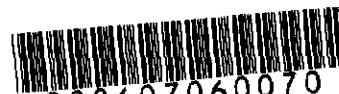
**REQUEST FOR FULL RECONVEYANCE**

*Do not record. To be used only when obligation has been met.*

TO: TRUSTEE, The undersigned is the legal owner and holder of the indebtedness secured by the within Deed of Trust and Retention Agreement. Said indebtedness 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 and Retention Agreement, to cancel all evidences of indebtedness secured by said Deed of Trust and Retention Agreement and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust and Retention Agreement, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 20\_\_\_\_\_ Mail Reconveyance to:

HomeStart Administrator  
Federal Home Loan Bank of Seattle  
1501 Fourth Avenue, Suite 1900  
Seattle, WA 98101-1693



200607060070  
Skagit County Auditor