RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Union Bank, N.A.
Consumer Document Follow Up Dept.
8248 Mercury Court Suite B (M520)
San Diego, CA 92111-1201

LOAN NO: 1975148188
Branch Number: 0296

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LAND TITLE OF SKAGIT COUNTY
140606-8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

ASSIGNMENT OF RENTS

If either of the following boxes are checked, this document secures a Note or Agreement which contains provisions for

☑ **a variable rate of interest** ☑ **a revolving line of credit**

Grantor (Trustor): HARLAN BROWN AND RHONDA L. BROWN, WHO AQUIRED TITLE AS RHONDA BROWN, HUSBAND AND WIFE

Grantee (Lender): UNION BANK, N.A.

530 B Street Suite 1050, San Diego, CA 92101

Grantee (Trustee): UNIONBANCAL MORTGAGE CORPORATION

8155 Mercury Court, San Diego, CA 92111

Legal Description (abbreviated):

LOT 2, SHORT PLAT NO. 96-0107, APPROVED AUGUST 29, 2001, RECORDED SEPTEMBER 5, 2001, UNDER AUDITOR'S FILE NO. 200109050094 (A PORTION OF LOT 2, SHORT PLAT NO. 33-89, APPROVED OCTOBER 11, 1989, RECORDED DECEMBER 13, 1989 IN BOOK 8 OF SHORT PLATS, PAGE 197, UNDER AUDITOR'S FILE NO. 8912130035) AND BEING A PORTION OF THE SOUTH 660 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Additional legal(s) on page N/A

Assessor's Tax Parcel ID#: 350327-3-002-0900 P118298

THIS DEED OF TRUST ("Security Instrument"), is made on 11/08/2011. By HARLAN BROWN AND RHONDA L. BROWN, WHO AQUIRED TITLE AS RHONDA BROWN, HUSBAND AND WIFE (individually and collectively, the "Trustor'), whose address is given below, **UNIONBANCAL MORTGAGE CORPORATION** ("TRUSTEE") having an address at , 8155 Mercury Court, San Diego, CA 92111 and **UNION BANK, N.A.**, as the Beneficiary ("Lender") having an address at 530 B Street, Suite 1050, San Diego, CA 92101.

FOR THE PURPOSE OF SECURING the payment and performance of obligations described below, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in Skagit County, Washington, and which has the address of 10951 EMILY LANE, BURLINGTON, WASHINGTON 98233 ("Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, fixtures, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property";

TRUSTOR MAKES THE GRANT AND CONVEYANCE described above for the purpose of securing repayment of the obligations evidenced by and arising under that certain promissory note (the "Note") dated the same date as this Security Instrument and in the principal sum of: Thirty Thousand Dollars (U.S. $30,000.00) executed by RHONDA L BROWN, HARLAN BROWN ("Borrower") to Lender, with the full debt, if not paid earlier, due and payable on 11/8/2041 or on such later date as may be permitted in writing, or at such earlier date in the event such indebtedness is accelerated in accordance wit the terms of the Note and/or this Security Instrument. The Note evidences a loan (the "Loan") made by Lender to Borrower. This Security Instrument secures to Lender; (a) the repayment of the obligations evidenced by the Note, with interest thereon, and all advances under and renewals, extensions and modifications of the Note; (b) the payment of all other sums which become due under the Note or hereunder, including late charges and attorney's fees, and amounts

advanced to protect the security of this Security Instrument all with interest thereon; (c) the performance of Trustor's and Borrower's, as the case may be, covenants and agreements under this Security Instrument and the Note; (d) the payment of such additional sums as may be hereafter borrowed from lender by Trustor or Borrower (or guaranteed by Trustor)) when evidenced by a promissory note or notes (or guaranty or guaranties) which recites that such promissory note or notes (or guaranty or guaranties) are secured hereby and (e) the performance of such future obligations which Trustor or Borrower may agree to perform for the benefit of Lender when Trustor or Borrower execute a document or documents which recites that such obligation are secured hereby.

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

UNIFORM COVENANTS. Trustor covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. To promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made by cash, if permitted by lender, check or money order in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may, at its option, require that all subsequent payments due under the Note and this Security Instrument be made by cash or by certified, bank treasurer's or cashier' check drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity. Payments are deemed made when received by Lender at the location designated in the Note or as otherwise designated by Lender. Lender may, at its option, return to Borrower any partial payment or payments if the payment or payments are insufficient to pay the full amount of all sums then due under the Note, unless such return is restricted by applicable law or regulation. Lender may, at its option, accept and apply any partial payment or payments insufficient to pay the full amount of all sums then due under the Note without waiver of any rights hereunder or prejudice to its rights upon default. No offset or claim which Borrower may have now or in the future against Lender shall relieve Borrower from making payments or performing the obligations secured by the Security Instrument.

2. Charges; Liens; Funds for Taxes and Insurance. To pay prior to the date on which they become due, all taxes, assessments, charges, fines, association fees, impositions, and other items attributable to the Property which, if not paid, may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, and to promptly furnish to Lender receipts evidencing the payments within 30 days of making the payment if required by Lender.

To promptly discharge any lien that has priority over this Security Instrument unless Trustor; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender' opinion operate to prevent the enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Trustor contests or defends against the lien in accordance with (b), above, and the contest or defense fails, Trustor shall promptly discharge the lien or take on of the actions described in (a) and (c), above, if Lender determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Lender may give Trustor a notice identifying the lien. Trustor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. If following such notice, Trustor has failed to satisfy the lien or taken one or more of the actions set for the above, Lender, at its sole discretion, may, but shall not be obligated to, pay sums pursuant to Section 5 to satisfy such lien.

Subject to applicable law or **[upon written notice from Lender OR a written waiver by Lender]**, Trustor 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 Security Instrument, 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. Trustor shall not be obligated to make such payments of Funds to Lender to the extent that Trustor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Trustor 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 Trustor interest on the Funds and applicable law permits Lender to make such a charge. Trustor and lender may agree in writing at the time of execution of this Security Instrument that interest on the Funds shall be paid to Trustor, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Trustor any interest or earnings on the Funds. Lender shall give to Trustor, 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 Security Instrument. 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

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taxes, assessments, insurance and ground rents as they fall due, such excess shall be, at Trustor's option, either promptly repaid to Trustor or credited to Trustor 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, Trustor 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 Security Instrument, Lender shall promptly refund to Trustor any Funds held by Lender. If under paragraph 18 hereof 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 Security Instrument.

3. Hazard or Property Insurance. Trustor 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 any other hazards, for which Lender requires insurance, including, but not limited to, earthquakes, hurricanes, and floods or flooding (whether or not such hazards are required to be insured against at the time the Loan is made). All insurance required by Lender shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval which shall not be unreasonably withheld. In the event the Property improvements are now, or, at any time during the terms of this Security Instrument, are determined to be, in a Special Flood Hazard Area, Trustor must obtain and maintain flood insurance.

Trustor stipulates and acknowledges that failure to insure the Property according to the terms and conditions of this Section 3 is an event of default subject to the remedies available to lender under this Security Instrument. If Trustor fails to obtain or maintain any coverage described herein, Lender may, but shall have no duty to, and at no expense to Lender, obtain coverage with an insurance carrier of Lender's choice, protecting Lender' interest in the property, or covering risks for which Lender has not required insurance, as described in the first paragraph of this Section 3, even if Trustor has previously obtained or maintained such insurance coverage including without limitation a homeowners policy. Lender may, in its sole discretion, obtain insurance in whatever terms Lender deems adequate, to protect only Lender's interest in the Property, regardless of the unpaid balance remaining under the Note or the amounts remaining due under this Security Instrument. Trustor acknowledges that the cost of the insurance coverage so obtained by Lender may significantly exceed the cost of insurance that Trustor could have maintained had Trustor purchased the insurance directly, and such insurance may provide Trustor with less or no insurance coverage protecting Trustor's interest in the Property. Trustor agrees that the cost of any insurance obtained by Lender in accordance with the provisions of this Security Instrument shall become and additional obligation secured by this Security Instrument.

All insurance policies and renewals shall be subject to Lender's approval and shall include a standard mortgagee clause naming lender as mortgagee. Lender shall have the right to hold the policies and renewals. If Lender so requires, Trustor shall promptly give to lender all receipts of paid premiums and renewal notices. In the event Trustor cancels an insurance policy on the Property and replaces it with a different policy, Lender may charge a reasonable fee (subject to applicable law and regulation, if any) to change its records to reflect the new policy.

To the extent Trustor obtains any form of insurance coverage for the Property without being directed to do so by Lender, including without limitation, flood, earthquake or hurricane coverage, such policy shall include a standard mortgagee clause naming Lender as mortgagee. Trustor hereby grants Lender a security interest in any and all insurance policies insuring the Property and the proceeds thereof, which such policies and proceeds shall serve as additional security for the Note, whether or not such insurance policy was required by Lender. If Lender acquires the Property pursuant to Section 18 or otherwise, Trustor by execution of this Security Instrument, assigns to lender the rights to any refund of unearned premiums and any other rights of Trustor under all insurance policies.

In the event of loss to the Property, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor. Unless Lender and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if, at Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction. Lender shall have the right to deduct fees for such inspections from the insurance proceeds, unless otherwise prohibited by applicable law or regulation. Fees for public adjusters or other third parties retained by Borrower and/or Trustor shall not be deducted from the proceeds and shall be the sole and separate obligation of Borrower and/or Trustor, as applicable. If, in Lender's sole determination, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums due on the Note secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Borrower shall remain responsible for any sums remaining due and payable under the Note and this Security Instrument. If Trustor abandons the Property, or Trustor or Borrower do not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Trustor by execution of this Security Instrument, grants Lender the authority to settle the claim and to have the proceeds paid directly to Lender. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Trustor hereby authorizes Lender to send any and all notices regarding insurance claims to Borrower.

Unless Lender and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 1 and 2 or change the amount of the payments due under the Note and this Security Instrument. If under Section 18, the Property

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is acquired by Lender, Trust's and Borrower's, if any , right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Trustor or Borrower, if Borrower is not the Trustor, shall occupy, establish, and use the Property as Trustor's or Borrower' principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as its principal residence for at least one year after the date of occupancy, unless Lender (i) otherwise agrees in writing or (ii) has approved the Loan as one which is permissible for non-owner applicants or unless extenuating circumstances exist which are beyond Trustor's or Borrower's, if Borrower is not the Trustor, control. Trustor and Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, commit waste on the Property, or use the Property for purposes other than residential use. Trustor shall take steps to promptly repair the Property if damaged.

Trustor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's discretion could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Trustor may cure such a default and reinstate as provided in Section 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of Trustor' interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Trustor shall also be in default if Trustor or Borrower, or other third persons or entities, acting at the direction of Trustor or Borrower or with Trustor's or Borrower's knowledge or consent, during the Loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Trustor's or Borrower's, as the case may be, occupancy of the Property as a principal residence, Trustor's or Borrower's income or Trustor' or Borrower's employment.

If this Security Instrument is on a leasehold, Trustor shall comply with all the provisions of the lease. If Trustor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

The proceeds of any award or claim for damages that are attributable to the impairment of Lender' interest in the Property are hereby assigned and shall be paid to lender. Any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 1 and 2 or change the amount of such payments.

5. Inspections; Protection of Lender' Rights in the Property. Lender or its agent is authorized to enter at any reasonable time upon or any part of the Property for the purpose of performing appraisals, observing the condition thereof, taking and removing soil, groundwater or other material samples, and conducting tests on any part thereof. Lender shall use its best efforts to give Trustor or Borrower, if Trustor is not the borrower, notice of the proposed time prior to an inspection specifying reasonable cause for the inspection. If an inspection indicates that Trustor or Borrower has abandoned the Property or the Property is otherwise vacant, subject to applicable law and regulation, if any, Trustor shall reimburse Lender for any costs of securing the Property against entry or damage, as provided for in this Section 5, as well as the costs of further inspections until the Property is reoccupied by Trustor or Borrower, as the case may be.

Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights under this Security Instrument. Lender's action may include paying any sums secured by a lien which has or may have priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and paying fees for periodic inspections of the Property as permitted in this Section 5. In addition to these actions, if the Property reasonably appears abandoned or vacant, Lender may, in its sole discretion, enter on the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, or undertake whatever else is necessary or appropriate to protect the value of the Property and Lender's rights under this Security Instrument. Although Lender may take action under this Section 5, Lender does not have to do so, is not under any duty or obligation to do so, and it is agreed that Lender incurs no liability for not taking any action under this Section 5. In no event shall any site visit, observation or testing by Lender or its agent be a representation that Hazardous Substances (as defined in Section 16) are or are not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Lender has the right to determine if the property is vacant, occupied or abandoned in Lender's or Lender's agent's sole and reasonable discretion.

Any amounts disbursed by lender under this Section 5 and Section 3 shall become an additional obligation secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with Interest, upon notice from lender to Trustor requesting payment. Lender may, at its option, obtain reimbursement for such amounts in whole or in part or separately demand reimbursement of any such amounts, which Trustor agrees to immediately repay.

6. Assignment of Settlement Proceeds, Awards and Causes of Action. Any compensation, settlement, award of damages, proceeds paid by any third party or right of action for (i) damage to said Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyances in lieu of condemnation, or (iv) misrepresentations of the value of the Property secured hereby, are hereby assigned to and shall be paid to Lender who may apply and release such money received by it in such manner and with the same effect as provided for the disposition of proceeds of hazard or other insurance.

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In the event of a total taking of the Property, the proceeds shall be applied to all sums secured by this Security Instrument, including, without limitation, sums paid by Lender pursuant to Section 5 and owing pursuant to Section 9, whether or not then due, with any excess paid to Borrower. In the event or a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of all sums secured by this Security Instrument immediately before the taking, including, without limitation, sums paid by Lender pursuant to Section 5 and owing pursuant to Section 9, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless applicable law or regulation otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is vacated or abandoned by Trustor or Borrower, or if, after notice by Lender to Trustor or Borrower, if Trustor is not the Borrower, that the condemner offers to make an award or settle a claim for damages, Trustor or Borrower, if Trustor is not the Borrower, fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections 1 and 2 or change the amount of the payments of principal and interest due under the Note.

7. Trustor Not Released; Forbearance by Lender not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Trustor or Borrower or any successor in interest of either shall not operate to release the liability of the original Borrower, the Trustor or either's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand made by the original Borrower, Trustor or either's successors in interest. Any forbearance by Lender, including, without limitation, Lender's acquiescence in acceptance of payments from third persons, entities or successors in interest or in amounts less than the amount then due, in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless prohibited by applicable law or regulation, modifications of any of Trustor's, Borrower's or Lender's covenants or agreements under the Security Instrument or the Note shall not: (i) act as a satisfaction, release or novation; (ii) change or impair Lender's security interest or lien priority in the Property; (iii) affect Lender's rights to prohibit or restrict future modifications requested by Trustor or Borrower; or (iv) affect Lender's rights or remedies under this Security Instrument or the Note, unless the modification specifically provides for such a change.

8. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender, Trustor and Borrower, subject to the provisions of Section 13.

9. Loan Charges and Fees. If the Loan is subject to a law which sets maximum loan charges and fees to be paid by Borrower, and that law is finally interpreted so that the interest or other loan charges or fees collected or to be collected in connection with the Loan exceed the permitted limits, then; (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits at the time they were paid, will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment or credit to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Lender shall have the right, subject to applicable law and regulation, if any, to charge to and collect from Borrower charges and fees which may include, but are not limited to, any and all costs or fees associated with the origination of such Loan, document copy or preparation fees, transmittal, facsimile or delivery fees, reconveyance and release fees, property inspections and returned check fees and all other such fees for ancillary services performed by Lender for Trustor or Borrower or at Trustor's or Borrower's request or for services necessitated by or resulting from Trustor's or Borrower's default or malfeasance relating to this Security Instrument or the Note as provided for in Section 18 or incurred by Lender or assessed upon Trustor or Borrower pursuant to the provisions of this Security Instrument or the Note.

10. Notices. Any notice to Trustor or Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail or by prepaid overnight delivery service unless applicable law or regulation requires use of another method. The notice shall be directed to the Property Address or any other single address designated by written notice to Lender provided that lender shall not be required to deliver notice to more than one address. Any notice to Lender shall be given by first class mail to lender's address stated herein or any other address Lender designates by notice to Borrower. If Lender specifies a procedure for reporting a change of address to Lender, then a change of address may only be reported to Lender through that specified procedure. Any notice provided for in this Security Instrument shall be deemed to have been given to Lender when received if by mail or when receipted for by Lender if by certified or registered mail or other standard postal delivery service method evidencing mailing, or when certified as delivered by the delivery service if by overnight delivery. If applicable law or

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regulation requires use of another method, that law or regulation shall govern in establishing when notice shall be deemed to have been given.

11. Governing Law; Severability. This Security Instrument shall be governed by federal law to the extent federal law can be so applied and then to the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law or regulation, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

12. Trustor's Copy. Trustor shall be given one conformed copy of the Note and of this Security Instrument including any and all riders, etc., made a part of this Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor 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 Security Instrument. However, this option shall not be exercised by Lender if (a) exercise is prohibited by applicable state law or regulation, unless federal law preempts state law and exercise is permitted under federal law or regulation as of the date of this Security Instrument. Without Lender's prior written consent, Lender shall have no obligation to provide any benefits under this Security Instrument, including but not limited to any insurance coverage referred to herein, to any transferee of the Property or beneficial interest in Trustor. If Lender consents to such transfer, Lender may charge Trustor and Trustor shall pay Lender a reasonable fee for the administration of such transfer as a condition of such consent.

If Lender exercises the acceleration option above, Lender shall give Trustor notice of acceleration. The notice shall provide a period o0f not less than 30 days from the date the notice is given in accordance with the provisions for notice herein within which time Trustor must pay all sums secured by this Security Instrument. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument, all without further notice or demand on Trustor. If Lender takes this action it is deemed the acceleration occurred.

14. Trustor's Right to Reinstate. If Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Security instrument discontinued at any time prior to such period as applicable law or regulation may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Agreement. Those conditions are that Trustor: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees and inspection fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, lender's rights in the Property and Trustor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Lender may, at its option, require that Trustor pay any reinstatement sums and expenses by cash, cashier's check, or certified funds, drawn upon a federally insured financial institution. Upon reinstatement by Trustor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 13.

15. Lender Defined; Sale of Note; Change of Loan Servicing Agent; Loan Servicing Agent's Powers of Enforcement. Lender shall include the Lender, its successors and assigns, and its Loan Servicing Agent. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Trustor. A sale may result in a change in the entity that collects monthly payments and carries out and enforces the terms and obligations under the Note and this Security Instrument (such entity is known as the "Loan Servicing Agent"). There also may be one or more changes to the Loan Servicing Agent unrelated to the sale of the Note. If there is a change of the Loan Servicing Agent, Trustor will be given written notice of the change in accordance with Section 10 above and applicable law and regulation. The notice will state the name and address to which payments are to be made. The notice will also contain any other information required by applicable law or regulation.

16. Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Trustor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 16, "Hazardous Substances" are (a) substances defined as toxic or hazardous substances by Environmental law; (b) substances, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or which is or becomes similarly designated, classified or regulated under any federal, state, or local law, regulation or ordinance, including gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and

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herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; and (c) biological agents, including, without limitation, fungi and mold, existing at levels exceeding permissible exposure limits as set forth in any rules or regulation promulgated pursuant to any federal, state or local law, regulation or ordinance; mold shall include any substance defined as "mold", including, without limitation, Cladosporium, Penicillium, Alternaria, Aspergillus, Fuarim, Trichoderma, Memnoniella, Mucor, and Stachybotrys chartarum. As used in this Section 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Bankruptcy. In any proceeding in bankruptcy involving Borrower or Trustor, Lender shall have a secured claim for the amount of Lender's total debt regardless of the current market value of the Property. In addition, Lender shall be entitled to recover interest at the rate specified in the Note on any pre-petition and post-petition arrearages, to be paid through a confirmed bankruptcy plan, unless prohibited by applicable law and to recover any fees and costs, including actual attorney fees and costs incurred in the proceeding for protecting Lender's interests under this Security Instrument.

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

18. Acceleration; Remedies. Lender shall give notice to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 13 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Trustor, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by applicable law. Subject to applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 Trustor, Borrower, and to other persons as applicable law may require. After the time 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 determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law 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 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) to all expenses of the sale, including but not limited to, reasonable trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing the debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay for all services involved in the preparation, execution and recordation of the reconveyance documents and official fees related thereto unless applicable law or regulation provide otherwise.

20. Substitute Trustee. Lender, at its option, and without notice to Trustor (unless such notice is required under applicable law), may from time to time appoint a successor Trustee to any Trustee appointed hereunder or may allow the Trustee to appoint a substitute Trustee by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of the county in which the property is located. This instrument shall contain the name of the original Lender, Trustee and Trustor, the book and page where this Security Instrument is recorded and the name and address of the successor Trustee. Without conveyance of the Property, the successor Trustee shall succeed to all the title, powers and duties conferred upon the Trustee hereunder and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution. Trustee may seek court review prior to disbursement of said proceeds and may deduct its reasonable trustee costs and attorney fees from the sale proceeds as part of bringing such action by interpleader or otherwise.

21. Request for Notices. Trustor requests that copies of the notices of default and sale be sent to Trustor's address which is the Property Address or such other address as Trustor has provided in writing to Lender.

22. Non-Borrower Trustors

22.1 Authority of Lender. If any Trustor is not an obligor under the Note (hereinafter, "Non-Borrower Trustor"), Non-Borrower Trustor hereby authorizes Lender to perform any of the following acts at any

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time and from time to time, all without notice to Non-Borrower Trustor and without affecting Lender's rights or Non-Borrower Trustor's obligations under this Security Instrument: (i) alter any terms of the Note or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Note or any part of it, (ii) take and hold security for the Note, accept additional or substituted security for the Note, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security, (iii) apply any security now or later held for the Note in any order that lender in its sole discretion may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale, (iv) release Borrower of its liability for the Note or any part of it, and (v) substitute, add or release any one or more guarantors or endorsers of the Note.

Any Non-Borrower Trustor who signs this Security Instrument but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Trustor's interest in the Property under the terms of this Security Instrument and (b) is not personally obligated to pay the sums secured by this Security Instrument.

Non-Borrower Trustor agrees that, except as otherwise required by law and notwithstanding provisions herein to the contrary, any notices provided for hereunder may be given by Lender to Borrower. Non-Borrower Trustor authorizes Lender to deal directly with Borrower in connection with all claims respecting the Property including but not limited to claims for insurance losses and condemnation. And Borrower is hereby authorized on behalf of Non-Borrower Trustor to authorize insurance settlements. Lender is hereby authorized to pay any refund of moneys due hereunder to Borrower, including but not limited to insurance loss or condemnation proceeds.

22.2 Waivers of Non-Borrower Trustor. Non-Borrower Trustor hereby waives: (i) any right it may have to require Lender to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in Lender's power to pursue, (ii) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Lender, whether consensual or arising by operation of law or any bankruptcy reorganization, receivership, insolvency, or debtor relief proceeding, or from any other cause, or any claim that Non-Borrower Trustor's obligations exceed or are more burdensome than those of Borrower, (iii) all presentments, demands for performance, notices of nonperformance, protests, notice of protest, notices of dishonor, notices of acceptance of this Security Instrument and of the existence, creation or incurring of new or additional indebtedness of Borrower, and demands and notices of every kind, (iv) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the obligations secured hereby or any part thereof, and (v) all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Lender may have against Borrower, and all rights to participate in any security now or later held by Lender for the Note. Non-Borrower Trustor specifically waives this defense and all rights and defenses that Non-Borrower Trustor may have because the obligations secured hereby are secured by real property. This means, among other things: (i) Lender may exercise any rights or remedies which Lender has or may have against the Property without first foreclosing on any real or personal property collateral pledged by Borrower; and (ii) if Lender forecloses on any real property collateral pledged by Borrower; (a) the amount of the obligations secured hereby may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (b) Lender may exercise its rights and remedies against the Property even if Lender, by foreclosing on any real property collateral pledged by Borrower, has destroyed any right Non-Borrower Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Trustor may have because the obligations secured hereby are secured by real property.

22.3 Borrower's Financial Condition. Non-Borrower Trustor assumes full responsibility for keeping informed of Borrower's financial condition and business operations and all other circumstances affecting Borrower's ability to pay and perform its obligations to Lender, and agrees that Lender Shall have no duty to disclose to Non-Borrower Trustor any information which lender may receive about Borrower's financial condition, business operations or any other circumstance bearing on Borrower's ability to perform.

For purposes of this Section 22, all references to the Note shall also include any instrument or agreement executed by Borrower currently with or subsequent to the date of this Security Instrument which is secured by this Security Instrument in accordance with the terms hereof.

23. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Trustor hereby assigns to Lender the rents of the Property, provided that Trustor shall, prior to acceleration under paragraph 18 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 18 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 Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

24. Disputes / Judicial Reference and Jury Trial Waiver. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning the Note (each a "Claim"), Borrower and Lender expressly, intentionally and deliberately waive any right each may otherwise have to a trial by jury. In the event that the waiver of jury trial set forth the in the previous sentence is not enforceable under the law applicable to the Note, Borrower and Lender agree that any Claim, including any question of law or fact relating thereto, shall, at the written request Borrower or Lender, be determined by judicial reference

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pursuant to the state law applicable to the Note. Borrower and Lender shall select a single neutral referee, who shall be a retired state or federal judge. In the event that Borrower and Lender cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of Borrower or Lender at any time to exercise self-help remedies, exercise any general lien by operation of law or obtain provisional remedies. Borrower and Lender shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation and enforceability of this paragraph. Borrower and Lender acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

25. Use of Property. Trustor represents that the Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal..

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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.

Additional provisions to this Deed of Trust are contained in the Rider attached hereto.

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

Rhonda L Brown 11/10/11 — Harlan Brown 11/10/2011

RHONDA L BROWN Date HARLAN BROWN Date

STATE OF WASHINGTON, **County:** Skagit

I certify that I know or have satisfactory evidence that Rhonda L Brown and Harlan Brown (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/10/2011

David W Cope
Signature

Notary Public
Title

My Appointment Expires: 11/24/2012

(Seal or Stamp)

DAVID W. COPE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-24-2012

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UNOFFICIAL DOCUMENT

(County Recorder: Do Not Copy)

REQUEST FOR FULL RECONVEYANCE
(To be used only when note has been paid.)

To: UnionBanCal Mortgage Corporation, 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.

Dated: _____ By: _____
(Signature)

_____
(Typed Name)

_____
(Title)

At _____
(Name of Office)

_____
(Address of Office

DEED OF TRUST
AND ASSIGNMENT OF RENTS

.....

.....

.....
Trustor

UnionBanCal Mortgage Corporation
Trustee

UNION BANK, N.A.
Beneficiary

_____

Dated .....

_____

_____ Office

UNOFFICIAL DOCUMENT

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