

193  
22

KATHY HILL  
SKAGIT COUNTY AUDITOR

'97 MAY 23 19:26

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

RETURN ADDRESS:

ISLAND TITLE COMPANY  
P. O. BOX 1050  
OAK HARBOR, WA 98277

9705230004

RE: QOE-1410  
ISLAND TITLE SB-10533✓  
DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN:

DEED OF TRUST

GRANTOR(S):

CUNNINGHAM  
A. ANN PARKER and LAWRENCE G. PARKER, Trustees of the  
Cunningham Family trust

GRANTEE(S):

WHIDBEY ISLAND BANK  
*Island Title Company*

ABBREVIATED LEGAL DESCRIPTION:

Portions of Sections 11, 13 and 14, Township 35 North, Range  
7; portions of Section 9, Township 35 North, Range 8;  
portions of Section 24, Township 35 North, Range 10 EWM and  
portions of Block 11, GRIEST'S PLAT OF GRASSMERE, Vol. 3,  
page 94.

ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:

350809-4-002-0101  
350711-3-001-0002  
350711-0-002-0007  
350711-1-005-0002  
350809-4-003-0019  
351024-2-001-0012  
350809-4-002-0002  
4066-011-018-0000  
350713-0-005-0002  
350713-0-006-0001  
350713-0-012-0003  
350713-0-013-0002  
350714-2-007-0005  
350714-1-004-0000  
350714-0-004-0002  
350714-0-001-0005  
350714-1-006-0008  
350714-0-002-0004  
350714-0-012-0002  
350714-0-014-0000  
350714-0-015-0009  
350714-0-016-0008  
350714-0-003-0003  
350714-0-003-0102  
350714-0-021-0001

REFERENCE NUMBERS:

NONE

9705230004

BX 1665 PG 0289

UNIFORM INSTRUMENT

This Space Provided for Recorder's Use

When Recorded Return To:
WHIDBEY ISLAND BANK, P.O. BOX 990, OAK HARBOR, WA 98277
Document Title(s) REED OF TRUST
Grantor(s)
Grantee(s)
Legal Description
Assessor's Property Tax Parcel or Account Number
Reference Numbers of Documents Assigned or Released

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MAX 19 1997
The grantor is ANN PARKER AND LAWRENCE G. CUNNINGHAM TRUSTEES
FOR THE CUNNINGHAM FAMILY TRUST
("Borrower"). This trustee is ISLAND TITLE COMPANY
("Trustee"). The beneficiary is WHIDBEY ISLAND BANK
which is organized
and existing under the laws of THE STATE OF WASHINGTON
and whose address is
P.O. BOX 990, OAK HARBOR, WA 98277
("Lender"). Borrower owes Lender the principal sum of NINE HUNDRED SIXTY THOUSAND AND 00/100
Dollars (U.S. \$ 960,000.00). This debt is
evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with
interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
described property located in SKAGIT County, Washington:

SEE ATTACHED EXHIBIT "A"

which has the address of 26 PARCELS CONCRETE
[Street] [City]
Washington ("Property Address");
[Zip Code]



WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-WA 8/28/98

FORM 5

(page 1 of 6)

Form 2008 800

ap

PAC

9705230004

BK1665PG0290

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall 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.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (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 the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

FORM 205

9705230004

BK1665PG0291

**5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. 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.

Unless Lender and Borrower 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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, 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 Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, 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 Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

FORM 305

Bankers Systems, Inc., St. Cloud, MN Form MD-1-WA 8/28/88

Form 305 8/88

(page 3 of 6) ap abc

9705230004

BK1665PG0292

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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 Borrower and Lender otherwise agree in writing or unless applicable law 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 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.

Unless Lender and Borrower 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 paragraphs 1 and 2 or change the amount of such payments.

**11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge 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 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 to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. 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. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and 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, 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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (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 (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 Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** 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 Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower 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.

Borrower 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 Borrower has actual knowledge. If Borrower 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, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 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 Borrower, by which the default must be cured; and (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 at a public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower 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 any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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 Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of the sale, Trustee, without demand on the 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 any order 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 its 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 or to the clerk of the superior court of the county in which the sale took place.



22. **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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **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 Trustee herein and by applicable law.

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

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

.....*A. Ann Parker*..... (Seal)  
-Borrower

.....*Laurie G. Cunningham*..... (Seal)  
-Borrower

\_\_\_\_\_**[Space Below This Line For Acknowledgment]**\_\_\_\_\_

STATE OF WASHINGTON, ..... County as:

On this ..... day of .....  
personally appeared before me .....  
....., the signer(s) of the above instrument, who  
duly acknowledged to me that ..... he ..... executed the same.

My Commission expires:

.....  
(Notary Public in and for the State of Washington, residing at  
.....)

**REQUEST FOR RECONVEYANCE**

**TO TRUSTEE:**

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

Date: .....

9705230004

BK1665PG0295

State of Washington

County of Island

} ss.

I certify that I know or have satisfactory evidence that A. ANN PARKER and LAWRENCE G. CUNNINGHAM is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as TRUSTEES of CUNNINGHAM FAMILY TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

May 30, 1997

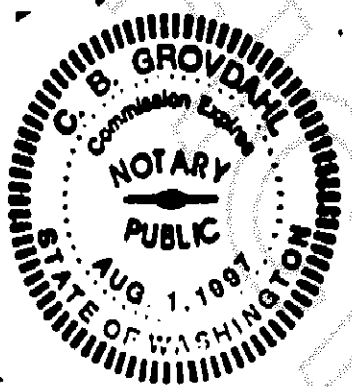
C. B. Grovdahl

C. B. GROVDALH

Notary Public in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



9705230004

BK1665PG0296



SB-10533

EXHIBIT "A"

PARCEL A:

The West 480 feet of the following described tract:

That portion of the Northwest Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 8 East of the Willamette Meridian, lying Southerly of the county road as the same existed on May 15, 1961;

EXCEPT the South 181.5 feet thereof;

PARCEL B:

Tract 2, SKAGIT COUNTY SHORT PLAT NO. 57-88, approved January 13, 1989, and recorded January 18, 1989, in Volume 8 of Short Plats, page 103, under Auditor's File No. 8901180051, records of Skagit County, Washington; being a portion of the North Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 35 North, Range 7 East of the Willamette Meridian.

PARCEL C:

That portion of the Southwest Quarter of the Northeast Quarter of Section 11, Township 35 North, Range 7 East of the Willamette Meridian, lying Northerly of the county road (formerly State Highway 17-A), as the same was originally conveyed to Skagit County by deed dated October 4, 1927, and recorded February 2, 1928, in Volume 146 of Deeds, page 313, under Auditor's File No. 210336, records of Skagit County, Washington;

EXCEPT that portion lying with the as built and existing county road along the West line of said subdivision;

ALSO EXCEPT the following described tract:

continued. . . . .

9705230004

BK1665PG0297

SB-10533

EXHIBIT "A"  
Page 2

Parcel C continued

Beginning at the Northwest corner of said Southwest Quarter of the Northeast Quarter;  
thence East along the North line of said Southwest Quarter of the Northeast quarter a distance of 520 feet to the Northeast corner of that certain tract conveyed to Colin R. Thomson and Zoel M. Thomson, husband and wife, by deed dated May 8, 1953, and recorded May 11, 1953, under Auditor's File No. 488120, records of Skagit County, Washington;  
thence Southerly along the Easterly line of said Thomson Tract a distance of 570 feet to the Southeast corner of that certain tract conveyed to L.G. Cunningham and Ardath G. Cunningham, husband and wife, by deed dated May 4, 1966, and recorded May 6, 1966, under Auditor's File No. 682486, records of Skagit County, Washington, and the true point of beginning of this description;  
thence Westerly along the Southerly line of said Cunningham Tract to a point on the West line of said subdivision that is 610 feet South of the Northwest corner of said Southwest Quarter of the Northeast Quarter;  
thence South along the West line of said subdivision to the North line of the above referred to county road;  
thence Northeasterly along said road a distance of 620 feet to the Southeast corner of said Thomson Tract;  
thence Northwesterly along the East line of said Thomson Tract to the true point of beginning.

PARCEL D:

The South 11 rods (181.5 feet) of the Northwest Quarter of the Southeast Quarter; and the North Half of Government Lot 5, Both in Section 9, Township 35 North, Range 8 East of the Willamette Meridian.

PARCEL E:

That portion of the Northeast Quarter of the Northwest Quarter of Section 24, Township 35 North, Range 10 East of the Willamette Meridian, lying Easterly of the county road right-of-way known as the Rockport-Cascade Road.

continued. . . . .

**9705230004**

BK 1665 PG 0298

SB-10533

EXHIBIT "A"  
Page 3

PARCEL F-1:

That portion of the Northwest Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 8 East of the Willamette Meridian, lying Southerly of the county road as the same existed on May 15, 1961;

EXCEPT the South 181.5 feet thereof;

ALSO EXCEPT from the above described premises the West 480 feet thereof (as measured along the South line thereof).

PARCEL F-2:

The North 100 feet of the East 220 feet of Block 11, C.W. GRIEST'S PLAT OF GRASSMERE, according to the plat thereof recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington; ALSO Lots 6 through 18, Block 11, C.W. GREIST'S PLAT OF GRASSMERE, according to the plat thereof recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington.

PARCEL G:

Government Lots 5 and 8, Section 13, Township 35 North, Range 7 East of the Willamette Meridian;

EXCEPT roads.

PARCEL H-1:

That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian, lying North of the Map of Bessemer, according to the plat thereof recorded in Volume 2 of Plats, page 97, records of Skagit County, Washington;

EXCEPT the North one-fifth of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 14;

ALSO EXCEPT county road.

continued. . . . .

**9705230004**

BK 1665 PG 0299

SB-10533

EXHIBIT "A"  
Page 4

PARCEL H-2:

The North one-fifth of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian;

EXCEPT county road rights-of-way.

PARCEL I:

That portion of the Northwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian, lying West of the county road, known as Baker river and Cape Horn Road No. CXII, and East of the county road along the West line of said Northwest Quarter of the Northeast Quarter.

PARCEL J:

The Southeast Quarter of the Northeast Quarter and Governments Lots 1 and 2, Section 14, Township 35 North, Range 7 East of the Willamette Meridian;

EXCEPT a portion of said Government Lot 2, described as follows:

Beginning at the Northwest corner of said lot;  
thence East a distance of 42 rods;  
thence South to the bank of the Skagit River;  
thence Westerly along the bank of said river to the West line of said lot;  
thence North to the point of beginning;

EXCEPT county road.

continued. . . . .

**9705230004**

BK1665PG0300

SB-10533

EXHIBIT "A"  
Page 5

PARCEL K:

The East 363 feet of the Southwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian;

EXCEPT from Parcels J and K above, the following described tract to wit:

That portion of the South Half of the Northeast Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the North line of said subdivision 363 feet West of the Northeast corner of the Southwest Quarter of the Northeast Quarter of said section;  
thence East along the North line of said subdivision a distance of 502 feet, more or less, to a fence line;  
thence Southerly and Westerly along said fence line (which follows the course of a ravine) to a point on the West line of the East 363 feet of the Southwest Quarter of the Northeast Quarter of said section, that is 600 feet, more or less, South of the point of beginning;  
thence North to the point of beginning.

PARCEL L:

A portion of the Southwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

That portion beginning at a point 693 feet East of the Southwest corner of said Southwest Quarter of the Northeast Quarter;  
thence East a distance of 264 feet;  
thence North a distance of 75 feet;  
thence West a distance of 264 feet;  
thence South a distance of 75 feet to the point of beginning.

continued. . . . .

**9705230004**

BK1665PG0301

SB-10533

EXHIBIT "A"  
Page 6

PARCEL M:

That portion of the Southwest Quarter of the Northeast Quarter of the Section 14, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Southwest Quarter of the Northeast Quarter;  
thence East a distance of 693 feet;  
thence North a distance of 75 feet;  
thence East a distance of 264 feet;  
thence North to a point 10 feet South of the North line of said Southwest Quarter of the Northeast Quarter, and 956 feet East of the West line of said Southwest Quarter of the Northeast Quarter;  
thence West a distance of 956 feet to the West line of said Southwest Quarter of the Northeast Quarter;  
thence South along said West line to the point of beginning;

EXCEPT roads (included in this description are vacated Blocks 29, 30, 31, and 32 of Birdsvew, according to the plat thereof recorded in Volume 2 of Plats, page 67, records of Skagit County, Washington;

TOGETHER WITH the vacated streets, avenues, and alleys adjoining or within said vacated block).

PARCEL N:

That portion of Government Lot 2, Section 14, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said Government Lot 2;  
thence East along the North line of said government lot a distance of 693 feet;  
thence South to the bank of the Skagit River;  
thence Westerly along the Bank of the Skagit River to the point of intersection with the North and South centerline of said section;  
thence North along said centerline to the point of beginning;

continued. . . . .

**9705230004**

BK1665PG0302

SB-10533

EXHIBIT "A"  
Page 7

PARCEL 0:

That portion of Government Lot 3 and the Southeast Quarter of the Northwest Quarter of Section 14, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of vacated Block 17 of Map of Bessemer, according to the plat thereof recorded in Volume 2 of Plats, page 79, records of Skagit County, Washington; thence North along the East line of said Government Lot 3 and said Southeast Quarter of the Northwest Quarter a distance of 928 feet, more or less, to the Northeast corner of vacated Block 1 in said plat; thence West a distance of 440 feet to the Northwest corner of vacated Block 2 in said plat; thence South a distance of 296 feet to the center of vacated Third Street as shown in said plat; thence West along the center of said street a distance of 110 feet; thence South a distance of 632 feet to the Southwest corner of vacated Lot 20 in Block 19 of said plat; thence East to the point of beginning;

EXCEPT roads

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -

9705230004

8K1665PG0303