



199909210040

Kathy Hill, Skagit County Auditor
9/21/1999 Page 1 of 3 10:14:36AM

AFTER RECORDING MAIL TO:

~~STEVEN GILDNES~~
~~P.O. Box 380~~
~~Cordova, AK 99574~~
NORWEST ESCROW

Filed for Record at Request of
Norwest Escrow Company

Escrow Number: M990314

FIRST AMERICAN TITLE CO.

60270-2

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s): CATHERINE DiLEO

Grantee(s): Beneficiary - STEVEN GILDNES, a single person, Trustee - First American - Mount Vernon

Abbreviated Legal: Lots 4 & 5 Block O, Cape Horn on the Skagit Div. 2, records of SKAGIT County, WA

Additional legal(s) on page: 3

Assessor's Tax Parcel Number(s): 3869-015-004-0008 (R63445), 3869-015-005-0007 (R63446), 3869-015-004-0100 (M115427)

THIS DEED OF TRUST, made this 14th day of September, 1999, between CATHERINE DiLEO, a single person, GRANTOR, whose address is P.O. Box 1663, Mount Vernon, WA 98273-1663, First American - Mount Vernon, TRUSTEE, whose address is PO Box 1667, Mount Vernon, WA 98273, and STEVEN GILDNES, a single person, BENEFICIARY, whose address is P.O. Box 380, Cordova, AK 99574,

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

SCHEDULE "C" ATTACHED HERETO AND MADE A PART THEREOF.

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

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of THIRTY THREE THOUSAND AND NO/100 Dollars (\$ 33,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

Order No. : 60270

SCHEDULE "C"

The land referred to herein is situated in the County of Skagit,
State of Washington, and is described as follows:

Parcel "A":

Lot 4, Block "O", "CAPE HORN ON THE SKAGIT, DIVISION NO. 2",
according to the plat thereof recorded in Volume 9 of Plats,
pages 14 through 19, records of Skagit County, Washington.

Parcel "B":

Lot 5, Block "O", "CAPE HORN ON THE SKAGIT, DIVISION NO. 2",
according to the plat thereof recorded in Volume 9 of Plats,
pages 14 through 19, records of Skagit County, Washington.



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