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Kathy Hill, Skagit County Auditor



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THIS DEED OF TRUST ("Security Instrument") is made on March 20, 2000 . The grantor is

Shawn G Mitchell, a single man

LOAN NO. 075001022

DEED OF TRUST A61670-2

Full legal description on page 2 . [Space Above This Line For Recording Data]

[Include lot, block and plat or section, township and range]

Brevised Legal Description: South 1/2 Lots 3-5 Block 10 Queen Anne Addn

Assessor's Parcel or Account Number: 3812-010-005-0006 R58727

Abbreviated Legal Description: South 1/2 Lots 3-5 Block 10 Queen Anne Addn

Return to: Beltingham, MA 98227-0580

HORIZON Bank, a savings bank

PO Box 580

Beltingham, MA 98227-0580

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(a) the repayment of 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 the 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

THE SOUTH 1/2 OF LOTS 3,4 AND 5 OF BLOCK 10, "QUEEN ANNE ADDITION TO THE CITY OF ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON.

County, Washington:

which has the address

1105 K Avenue, Anacortes
Washington 98221 [Zip Code] ("Property Address");

[Street, City],

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. Section 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.

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Property in accordance with paragraph 7.

described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage Lender's insurance carrier providing the insurance shall be chosen by the Borrower subject to requirements. The insurance carrier providing the insurance shall be maintained in the amounts and for the periods that Lender insures. This insurance shall be maintained for which Lender requires "extended coverage" and any other hazards, including floods or flooding, for which Lender requires hereafter erected on the Property insured against loss by fire, hazards included within the term within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or

identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above lien which may attach priority over this Security Instrument. Lender may give Borrower a notice the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a Borrower shall promptly discharge any lien which has priority over this Security Instrument Lender receives evidence of the payments.

Borrower shall promptly make these payments directly, Borrower shall furnish to Lender paragrapah. If Borrower makes these payments directly, Borrower shall promptly furnish to owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in attributable to the Property which may attach this Security Instrument, and leasehold Lender receives payment of all sums secured by this Security Instrument.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions due; and last, to any late charges due under the Note.

Note: second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received Lender at the time of acquisition or sale as a credit against the sums secured by this Security the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly than twelve months, at Lender's sole discretion.

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 If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall agree to pay Borrower any interest or earnings on the Funds, less 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 when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more

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

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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.

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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 be a waiver of or preclude the exercise of any right or remedy. 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. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 the same are then due.

In the event of a total taking of the Property by Borrower, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be applied to the sums secured by the Property immediately before the taking is less than the amount of the fair market value of the property paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the property paid by (b) the fair market value of the Property immediately before the taking. Any balance shall be divided by (a) the total amount of the sums secured immediately before the taking, the following fraction: (a) the total amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the amount of the taking is equal to or greater than the amount of the sums secured by this Security Instrument 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 by the Property in lieu of condominium, are hereby assigned and shall be paid to Lender.

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 convenience in lieu of condominium, are hereby assigned and shall be paid to Lender.

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 coverage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the premiums required to obtain an alternative mortgage insurance approved by Lender. If substantial equivalence insurance from another insurance company becomes available and is obtained, Borrower shall provide 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.

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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, or 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 the 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 the Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the 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. This 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 judgement enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under the 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

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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 Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to remit after acceleration, the right to bring 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 paragraph 21, including, but not limited to, reasonable attorney fees and costs of title shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument to the power of sale and any other remedies permitted by applicable law. Lender may invoke the power of sale and any other remedies permitted by this Security Instrument without further demand and payment in full of all sums secured by this Security Instrument without notice to Borrower to 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 notice to Borrower to the date specified in the notice by Borrower to accelerate loan evidence.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, 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 take all necessary remedial actions in accordance with Environmental Law. Any Hazardous Substance affecting the Property is necessary, Borrower shall remediate it of any Environmental Law or is notified by any governmental or regulatory authority, that any removal or other Borrower liability or removal of which Borrower has actual knowledge. If any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, or other action by any governmental agency or private party involving the Property and Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or proceeding taken by Borrower to remove or mitigate the effects of such substances on the Property.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, kerosene, gasoline, herbicides, volatile solvents, otherflammable or toxic petroleum products, toxic pesticides and herbicides, radioactive materials, asbestos containing asbestos, and radionuclides. 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.

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 notice to Borrower. A sale under Paragraph 17.

This Security Instrument had occurred. However, this right to remit shall not apply in the case of acceleration by this Security Instrument and the obligations secured hereby shall remain fully effective as if no secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower,

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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 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 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) [specify]

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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Kathy Hill, Skagit County Auditor
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