

Recording Requested By and  
When Recorded Mail To:

SEATTLE FUNDING GROUP, LTD.  
1239 120<sup>th</sup> Avenue NE, Suite J  
Bellevue, WA 98005  
Attention: Beverly J. Heyden



200008030132  
Kathy Hill, Skagit County Auditor  
8/3/2000 Page 1 of 5 3:43:15PM

Short Form  
DEED OF TRUST FIRST AMERICAN TITLE CO.

Grantor(s): Pasquale J. Senatore, Jr., as his separate estate

58100 E

Grantee(s): Beneficiary—Seattle Funding Group, Ltd., Trustee—Accent Service Corporation, a  
Washington Corporation

Abbreviated Legal: Section 15, Township 34 North, Range 3 East; Ptn. East 1/2 - SE 1/4  
Section 16, Township 34 North, Range 4 East; Ptn. SW - NE

Assessor's Tax Parcel Number(s): 340416-1-009-0023 R24986 and 340315-0-007-0003 R22001

Loan # 00-0219

THIS DEED OF TRUST is made this 27<sup>th</sup> day of July, 2000, BETWEEN Pasquale J. Senatore, Jr., as his separate estate, as Grantors, whose address is P. O. Box 1345, Mount Vernon, Washington 98273 and Accent Service Corporation, a Washington Corporation as Trustee, whose address is 1239 120<sup>th</sup> Avenue NE, Suite D, Bellevue, Washington 98005, and SEATTLE FUNDING GROUP, LTD, a Washington corporation ("Lender"), as Beneficiary, whose address is 1239 120<sup>th</sup> Avenue NE, Suite J, Bellevue, Washington 98005.

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in Skagit, County, Washington:

PARCEL "A":

The West 5 acres of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 16, Township 34 North, Range 4 East, W. M.; EXCEPT that portion thereof lying within the right of way for State Highway No. 538, commonly known as College Way, along the South line thereof; AND EXCEPT that portion thereof conveyed to the State of Washington for State Route 538, by Deed recorded under Auditor's File No. 8607080049, records of Skagit County, Washington; ALSO EXCEPT the West 30 feet thereof thereof conveyed to the City of Mount Vernon for road purposes, by Deed recorded June 7, 1990, under Auditor's File No. 9006070072, records of Skagit County, Washington, AND ALSO EXCEPT that portion described as follows:

Beginning at the Southeast corner of the above described tract of land, said point being also the Southwest corner of that tract of land conveyed to Norman Kahns and Viola Khans by that Deed recorded under Auditor's File No. 538354. records of Skagit County, Washington; thence North 0 degrees 25'37" East along the East line of the above described tract, being also the West line of said Kahns property, a distance of 1280.76 feet, more or less, to the Northeast corner of said tract, which point is the Northwest corner of said Kahns property; thence North 89 degrees 33'37" West along the North line of the above described tract of land, a distance of 5.00 feet; thence South 0 degrees 25'37" West along a line parallel to and 5.00 feet distant when measured at right angles to the East line of the above described tract of land, a distance of 274.00 feet; thence South 0 degrees 48'02" West, a distance of 766.76 feet to a point lying 10.00 feet Westerly when measured at right angles to the East line of the above described tract of land; thence South 0 degrees 25'37" West along a line parallel to and 10 feet distant to said East line, a distance of 240.00 feet, more or less, to the South line of the above described tract of land; thence South 89 degrees 27'33" East along said South property line, a distance of 10.00 feet to the point of beginning of this property description.

PARCEL "X"

All that portion of the Northeast 1/4 of the Northeast 1/4 Section 15, Township 34 North, Range 3 East, W. M., and of the North 264 feet of the Southeast 1/4 of the Northeast 1/4 of said Section lying Southerly of the centerline of the School House slough; EXCEPT that portion thereof lying East of a line that is 300 feet West of the East line of said subdivisions.

ALSO all that portion of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 34 North, Range 3 East, W. M., lying North of the centerline of the School House Slough; EXCEPT the North 901 feet thereof, AND ALSO EXCEPT the West 382 feet thereof measured along the North line of said subdivision; AND ALSO EXCEPT that portion thereof lying East of a line that is parallel with and 350 feet West of the East line thereof.

PARCEL "Y"

The South 186 feet of the North 264 feet of the East 300 feet of the Southeast ¼ of the Northeast ¼ of Section 15, Township 34 North, Range 3 East, W. M.; EXCEPT the East 20 feet thereof for the Beaver marsh County Road right of way.

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rent, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of **SEVEN HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$725,000.00)** with interest thereon according to the terms of a Promissory Note of even date herewith payable to Beneficiary or order and made by Grantor; all renewals, modifications or extensions thereof, and also such further sums or credit as may be advanced or loaned by Beneficiary to Grantor, or any other successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25<sup>th</sup>) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to wit:

AUDITOR'S				AUDITOR'S			
COUNTY	BOOK OR VOL.	PAGE NO.	FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	FILE NO.
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed Under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Frame 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F-3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed Under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The Property which is subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

The Master Form Deed of Trust referenced hereinabove is hereby modified as follows:

There is added to Paragraph 1, a new subsection as follows:

- (e) All site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, test borings market surveys and other work product relating to said property; all materials, supplies and other goods now owned or hereafter acquired, wherever located, whether in the possession of Grantor or any other person, purchased for use in the construction or furnishing of improvements on said property, together with documents relating thereto and proceeds thereof; and the name by which the buildings and all other improvements on said property are commonly known and the continuing right to use such name.

Paragraph 5 is deleted and replaced by the following:

- 5. Grantor shall pay late charges as provided in the Note secured hereby



The following is added to Paragraph 10:

Unless otherwise agreed or directed in writing, Grantor shall keep all buildings or other improvements now or hereafter erected on the property described herein and in the Short Form Deed of Trust continuously insured against loss by fire and other hazards, casualties, and contingencies, including war damage in an amount not less than the total debt secured by this Deed of Trust.

Paragraph 13 is modified as follows:

“ten percent (10%)” is deleted and replaced by the “greater or twelve percent (12%), the note rate, or the rate provided in the note in the event of default”

There is added to Paragraph 14 the following:

Grantor shall immediately upon demand pay, with interest as provided in Paragraph 13 hereof, all advances, expenditures, costs and expenses incurred by Beneficiary or Trustee in connection with the exercise of the foregoing rights, including without limitation, those hereinabove identified, and court costs, and costs of appraisals, consultants, and attorney fees, the repayment of all of which shall be secured hereby.

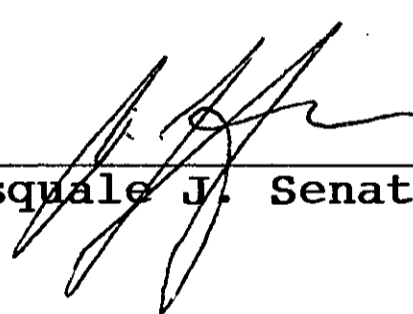
Paragraph 25(a) is deleted and replaced by the following:

- (a) Default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein or in the Note secured hereby, or default by Grantor in the performance or payment of any other obligation or indebtedness now or hereafter owed by Grantor to beneficiary or beneficiary's successors or predecessors in interest

Paragraph 25 (c) is deleted and replaced by the following:

- (c) Any transfer of interest prohibited by the terms of the Note secured hereby.

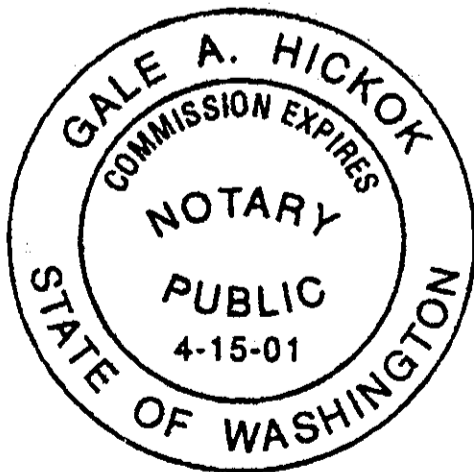
WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

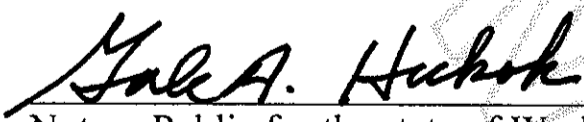
  
 \_\_\_\_\_  
 Pasquale J. Senatore, Jr.

STATE OF WASHINGTON  
 COUNTY OF Skagit

On this day personally appeared before me Pasquale J. Senatore, Jr., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2<sup>nd</sup> day of August, 2000.



  
 \_\_\_\_\_  
 Notary Public for the state of Washington  
 My appointment expires: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_



REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_

\_\_\_\_\_



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Kathy Hill, Skagit County Auditor

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**RIDER TO DEED OF TRUST**  
(PARTIAL RECONVEYANCE)

This RIDER TO DEED OF TRUST is dated July 27, 2000 and is incorporated into and deemed to supplement and amend the Short Form Deed of Trust and the Master Form Deed of Trust incorporated thereby of even date given by the undersigned ("Borrower") to secure a Promissory Note and other obligations (collectively referenced herein as the "Loan") in favor of Seattle Funding Group, Ltd. ("Lender").

In consideration of the payment by Borrower of a sum sufficient to pay interest current and reduce the principal balance by the sum indicated, and pursuant to the conditions herein set forth, Lender agrees to release the following described portion of the property which is the subject of the Deed of Trust and to cause the same to be reconveyed by the Trustee. References to "Lots" shall mean the designated lots of the plat of T J's First Addition, a proposed plat of the property identified as Parcel A; reference to the "Borrowers Residence" shall mean that property identified as Parcels X and Y.:


<i>(Property description)</i>	<i>(Required Principal Reduction)</i>
Residential Lot [Lots 1-34]	\$25,000.00 per lot
Commercial Lot [Lot 35]	\$100,000.00
Borrowers' Residence	\$150,000.00, provided that if the principal balance of the loan has been otherwise reduced to \$525,000.00, the additional principal reduction necessary to release Borrowers Residence shall be \$75,000.00

Lender's obligation to perform under this Rider to Deed of Trust is conditioned on the following:

1. Approval and recording of the final plat of Parcel A pursuant to and in substantially the same configuration as reflected in the City of Mount Vernon Preliminary Plat Application for T J's First Addition dated April 23, 1998.
2. Borrower has not committed or suffered an act which is an event of default under the Loan documents.
3. Borrower may exercise its rights hereunder in regard to the above described property in any sequence, provided that any required principal reduction shall be in addition to principal reductions made to secure prior releases. No payment made hereunder shall be credited other than on a regularly scheduled installment payment date pursuant to the Promissory Note and interest shall be payable to said date on the principal balance of the Loan prior to reduction hereunder. The regularly scheduled monthly installment payments shall remain the same notwithstanding principal reductions pursuant to the terms hereof.
4. Borrower shall pay recording and reconveyance fees as required.

**"BORROWER"**

  
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Pasquale J. Senatore, Jr.

  
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Kathy Hill, Skagit County Auditor  
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