

200011130001
Skagit County Auditor
11/13/2000 Page 1 of 9 8:34:46AM

Return to:
Horizon Bank
PO Box 580
Bellingham, WA 98227-0580

Assessor's Parcel or Account Number:
3772-238-005-0001 3772-238-007-009
Abbreviated Legal Description: Lots 5-7 & ptn of 4, Blk 238, Anacortes WA

Full legal description on page 2.

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

LAND TITLE COMPANY OF SKAGIT COUNTY

PA-961181

LOAN NO.
0750001058

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on November 6, 2000. The grantor is Einar Eric Sortun and Rebecca Jeanne Ivie, Husband and Wife

("Borrower"). The trustee is Westward Financial Service Corporation

("Trustee"). The beneficiary is Horizon Bank

which is organized and existing under the laws of the State of Washington,
and whose address is PO Box 580, Bellingham, WA 98227-0580

("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Eight Thousand and no/100 Dollars (U.S. \$ 148,000.00). 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 June 1, 2031. This Security Instrument secures to Lender:

WASHINGTON -Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

Form 3048 9/90 Amended 5/91

ELF-6R(WA) (9610.01)

Page 1 of 9

ELECTRONIC LASER FORMS, INC. - (800) 327-0545

Form 3048 9/90

expenditures of future Escrow Items or otherwise in accordance with applicable law.
estimate the amount of Funds due on the basis of current data and reasonable estimates of
any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may
("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may,
Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq.
related mortgage loan may require for Borrower's escrow account under the federal Real Estate
collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally
mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time,
Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of
premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) yearly flood insurance
property, if any; (c) yearly hazard or property insurance premiums; (d) yearly liability insurance
Securitry instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the
paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this
Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender,
repayment and late charges due under the Note.
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
covenants with limited variations by jurisdiction to constitute a uniform security instrument covering
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform
real 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.
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.
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
covenants with limited variations by jurisdiction to constitute a uniform security instrument covering
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform
real property.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

which has the address
2309 11th Street, Anacortes
Washington 98221 [Zip Code] ("Property Address");
[Street, City],

The West 1/2 of Lot 4, and all of Lots 5, 6 and 7, Block 238, Map of
THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON, as per Plat recorded
in Volume 2 of Plats, page 4, records of Skagit County, Washington.
Situate in the City of Anacortes, County of Skagit, State of Washington.
Following described property located in Skagit
(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
Borrower's covenants and agreements under this Security Instrument; and (c) the performance of
paragraph 7 to protect the security of the Security Instrument; and (c) the performance of
purposes, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the
in Volume 2 of Plats, page 4, records of Skagit County, Washington.
THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON, as per Plat recorded
which has the address
2309 11th Street, Anacortes
Washington 98221 [Zip Code] ("Property Address");
[Street, City],

LOAN NO.0750001058

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.

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 the 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.

Form 3048 9/90

ELF-6R(WA) (9610).01

Page 3 of 9



200011130001
Skagit County Auditor

11/13/2000 Page 3 of 9 8:34:46AM

ELF-6R(WA) (9610).01

Page 4 of 9

Form 3048 9/90

7. Protection of Lennder'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 Lennder's rights in the Property (such as a proceeding in bankruptcy, probate, for condominium or forfeiture or to enforce laws or regulations), then Lennder may do and pay for whatever is necessary to protect the value of the Property and Lennder's rights in the Property. Lennder's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appealing reasonable attorney fees and entering on the Property to make repairs. Although Lennder may take action under this paragraph 7, Lennder does not have to do so.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholds. 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 defect and remit it, 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 application, including 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, evidence of the Property as a principal residence. If this Security Instrument is on a leasehold, occupies 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, occupies 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, occupies by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence.

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 and Lender's security is not lessened, Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the due date has passed. If Borrower has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may abandon 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 restore the Property or to pay sums secured by this Security Instrument, whether or not the due date has passed. 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 2 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 to the extent of the amounts paid by Lender to the insurance company.

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

LOAN NO. 0750001058

LOAN NO.0750001058

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.

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.

Form 3048 9/90

ELF-6R(WA) (9610).01

Page 5 of 9

200011130001
Skagit County Auditor
11/13/2000 Page 5 of 9 8:34:46AM

LOAN NO.0750001058

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 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 reinstate after acceleration, the right to bring court action to assert the non-existance 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.

Form 3048 9/90

ELF-6R(WA) (9610).01

Page 7 of 9

200011130001
Skagit County Auditor
11/13/2000 Page 7 of 9 8:34:46AM



<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> VA Rider
[Check applicable box(es)]								

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.

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.

22. Recouveryance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to recouvery the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall recouvery the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recouperation costs. Lender may charge such person or persons a fee for recovering 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.

21. Sale of the Property. Trustee shall deliver to the purchaser Trustee's deed 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 sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's 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.

20. Sale of the Property. Trustee may postpone sale of the Property for a period or periods determined 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.

19. Sale of the Property. Trustee may determine the terms designed in the notice of sale in one or more periods and under the terms determined in the notice of sale in the highest bidder at the time and place Borrower, shall sell the Property at public auction to the highest bidder at the time and place applicable law and after persons as applicable law may require. After the time required by Trustee and Lender shall take such action as is necessary to cause the Property to be sold.

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.

LOAN NO.0750001058

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.

Witnesses:

Einar Eric Sortun (Seal)
Einar Eric Sortun -Borrower

Rebecca Jeanne Ivie (Seal)
Rebecca Jeanne Ivie -Borrower

STATE OF WASHINGTON

On this day personally appeared before me Einar Eric Sortun and Rebecca Jeanne Ivie

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of November, 2000

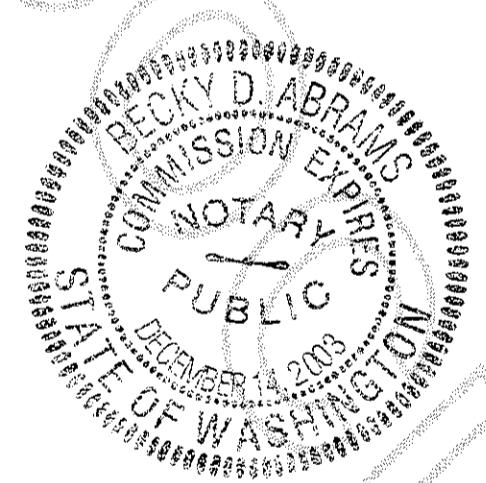
Becky D. Abrams
Notary Public in and for the State of Washington, residing at WA,
Anacortes

My Appointment Expires on Dec. 14, 2003

ELF-6R(WA) (9610).01

Page 9 of 9

Form 3048 9/90



200011130001
, Skagit County Auditor
11/13/2000 Page 9 of 9 8:34:46AM

