

(e

Cascade Federal Credit Union 18020 80th Ave. S. Kent, WA 98032

This Space Provided for Recorder's Use

When Recorded Return To:
Cascade Federal Credit Union
Document Title(s) Deed of Trust
Grantor(s) Nels E. A. Anderson & Leona M. Anderson, husband & wife
Grantee(s) Cascade Federal Credit Union
Legal Description Tr. 1. Of SW.SP. 3-92 in 19-35-5 E W.M.
Assessor's Property Tax Parcel of Account Number 35.0.5.1.9. 1.43. 0001/P39751
Reference Numbers of Documents Assigned or Released
LUD TITLE COUNTRY OF SYLET COUNTIES ARE A FEBRUA This Line For Decording Date!
LAND TITLE COMPANY OF SKAGIT COUNTISPACE Above This Line For Recording Data]
DEED OF TRUST

The grantor is Nels E. A. Anderson & Leona M. Anderson, husband ("Borrower"), This trustee is Land Title Co. of Skagit County("Trustee"). The beneficiary is Cascade Federal Credit Union , which is organized and existing under the laws of Washington, and whose address is 18020 80th Ave. S., Kent, WA 98032, and no/100 ("Lender"). Borrower owes Lender the principal sum of fifty-two thousand and no/100..... evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly 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: Tract 1 of Short Plat No. SW-3-92, approved September 14,1992 and recorded September 16, 1992 as Auditor's File No. 9209160088 in Book 10 of Short Plats at page 119, records of Skagit County, Washington, being a portion of Government Lot 2 in Section 19, Township 35 North, Range 5 East, W.M.; situate in the county of Skagit, state of Washington.

Washington 9.8.2.8.4..... ("Property Address"); [Zip Code]



(page 1 of 6) Form 3048 9

WASHINGTON—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN 56302 Form MD-1-WA 8/28/96

appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BORROWER COVENAUTS that Borrower is lawfully seised of the estate hereby conveyed and has the right covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to

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

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

due under the Note. when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay

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

Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan The Funds shall be held in an institution whose deposits are insured by a federal agency, expenditures of future Escrow Items or otherwise in accordance with applicable law.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account additional security for all sums secured by this Security Instrument. debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as

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

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

Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by or sale as a credit against the sums secured by this Security Instruments

charges due under the Note. to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late

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

BOITOWET Shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower.

Skagit County Auditor 1062901002

9 To S

M972:04:2

6/29/2001 Page

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 of 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 of 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.



Skagit County Auditor 6/29/2001 Page

3 of

2:40:27PM

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in

condemnation, are hereby assigned and shall be paid to Lender. connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of

shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds Property immediately before the taking is less than the amount of the sums secured immediately before the taking, shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower the Property in which the fair market value of the Property immediately before the taking is equal to or greater Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this

the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

amount of such payments, not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the

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

Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and

maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets with regard to the terms of this Security Instrument or the Note without that Borrower's consent. agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations

principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund ph the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced

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

Security Instrument or the Note which can be given effect without the conflicting provision. To this end the Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the

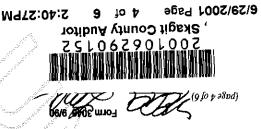
Instrument. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security provisions of this Security Instrument and the Note are declared to be severable

immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property

expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

further notice or demand on Borrower.

kers Systems, Inc., St. Cloud, MN 56302 Form MD-1-WA 6/28/96



- 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 macerials. 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: 3a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the potice 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.

Skagit County Auditor

6/29/2001 Page

5 of 6

2:40:27PM

debting a the state of the stat
er
ırity
eal) wer eal) wer
, luly
otes, reby vey, ally
of it is the second of the sec

Form 3048 9/90 (page 6 of 6)



Date: