

AFTER RECORDING RETURN TO:

Washington Federal Savings
Anacortes Office
PO Box 97
Anacortes WA 98221

Attention: _____



199907260142

Kathy Hill, Skagit County Auditor

7/26/1999 Page 1 of 4 3:50:57PM

Loan Number 014 209 222562-1

SHORT FORM DEED OF TRUST

Island Title Company

Order #SA-18949 ✓

THIS DEED OF TRUST ("Security Instrument") is made July 23rd, 1999 between
JOHN R COX AND ASSOCIATES LLC, A WASHINGTON LIMITED LIABILITY COMPANY

_____ as Grantor ("Borrower"), whose
address is PO BOX 456, ANACORTES WA 98221 ; and

_____ as
trustee, whose address is PO BOX 1228 ANACORTES WA 98221 ,
and WASHINGTON FEDERAL SAVINGS, a United States Corporation, as Beneficiary ("Lender"/
Grantee), whose address is 425 Pike Street, Seattle, Washington 98101

Borrower hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Washington law, all Borrower's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in Skagit County, Washington (the "Property", which term shall include all or any part of the Property, any improvements thereon and all the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to):

LOT 53, PLAT OF PARKSIDE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS,PAGES 170 THROUGH 174, RECORDS OF SKAGIT COUNTY, WASHINGTON;

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): 45520000530002

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits.

This Security Instrument shall constitute a security agreement under the Uniform Commercial Code of Washington between Borrower as debtor and Lender as secured party. Borrower grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Borrower (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral").

Borrower's Initials

(a) Payment of the sum of

THREE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100S DOLLARS

(\$316,800.00), with interest thereon according to the terms of a promissory note of even

date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

(b) Payment of any further sums advanced or loaned by Lender to Borrower, or any of its

successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE

LOAN DOCUMENTS, INCLUDING THE NOTE, IS July 23rd, 1999

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 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 Borrower 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 dates below shown, in the Official Records of the offices of the County Auditors or County Records of the following counties in the State of Washington according to the enumerated recordation designations appearing below after the name of each county, to wit:

COUNTY	DRAWER, REEL,	BOOK OR VOLUME	PAGE NOS.)	FRAME OR	RECORDING OR	AUDITOR'S FILE NO.	RECORDING	DATE OF
ADAMS		229	260-271		239483		RECORDING	October 12, 1995
ASOTIN		636	65-76		217406			October 11, 1995
BENTON		1052	1633-1644		9510120008			October 12, 1995
CHELAN		1111	694-705		729425			October 11, 1995
CLALLAM		3D	712-723		8601			October 11, 1995
COLUMBIA		1213	0637-0648		951012074			October 12, 1995
COWLITZ		M444	09-20		307858			October 12, 1995
DOUGLAS		[M.F. of O.R.]			222892			October 11, 1995
FRANKLIN		0377	0564-0575		524669			October 11, 1995
GARFIELD		068	1954-1965		3317			October 11, 1995
GRANT		95	3136-3147		951012026			October 11, 1995
GRAYS HARBOR		696	1410-1421		95016396			October 11, 1995
ISLAND		537	328-339		385505			October 11, 1995
JEFFERSON		0879	2392-2403		9510130066			October 10, 1995
KITTSAP		370	717		586108			October 13, 1995
KLICKITAT		327	218		249676			October 11, 1995
LEWIS		672	350-361		9514582			October 11, 1995
LINCOLN		65	003034-003045		400875			October 11, 1995
MASON		688	144-155		615408			October 11, 1995
OKANOGAN		137	1089-1100		833848			October 11, 1995
PACIFIC		9510	559-570		62332			October 11, 1995
PEND OREILLE		121	1099-1110		230779			October 12, 1995
PIERCE		1163	2511-2522		9510110478			October 11, 1995
SAN JUAN		525	230-241		95101201			October 12, 1995
SKAGIT		1483	0372-0383		9510110046			October 11, 1995
SKAMANIA		152	860-871		123494			October 11, 1995
SNOHOMISH		3081	1623-1634		9510110189			October 11, 1995
SPOKANE		1781	1737-1748		9510110230			October 11, 1995
STEVENS		193	2376-2387		9510157			October 11, 1995
THURSTON		2464	702-713		9510110097			October 11, 1995
WAHIAKUM		104	0579-0590		45447			October 12, 1995
WALLA WALLA		234	1593-1604		9509789			October 11, 1995
WHATCOM		465	1133-1144		951011197			October 11, 1995
WHITMAN		1494	1819-1830		3110734			October 11, 1995
YAKIMA					Microfilm No. 580488			October 11, 1995

A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Washington law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

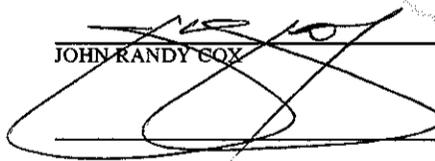
Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument.

- Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted.
- The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted.
- The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust.
- The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust.
- A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust
- The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust.
- See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference.

WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written.

JOHN R COX AND ASSOCIATES LLC



 JOHN RANDY COX

(Over for notary acknowledgements)

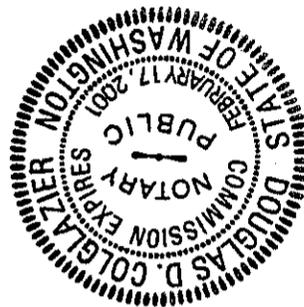


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99197 1556 1080 LO20-T (WA)

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(Seal or Stamp)

Dated: July 26, 1999

My commission expires 2-17-01
residing at Anacortes
Notary Public in and for the State of Washington

Douglas D. Colglazier
(Signature)

(Name of the Party on Behalf of Whom the Instrument was Executed)
of John R Cox and Associates LLC, a Washington Limited Liability Co.
(Type of Authority, e.g., Officer, Trustee)

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the Co-Operating Manager

I certify that I know or have satisfactory evidence that John Randy Cox
STATE OF Washington)
COUNTY OF Skagit)
() ss.)

My commission expires
residing at
Notary Public in and for the State of
(Signature)

(Seal or Stamp)

Dated:

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

I certify that I know or have satisfactory evidence that
STATE OF)
COUNTY OF)
() ss.)