

Return To: InterWest Bank
PO Box 1649
275 SE Pioneer Way
Oak Harbor, WA 98277

199907270060

Kathy Hill, Skagit County Auditor
7/27/1999 Page 1 of 8 11:22:43AM

Assessor's Parcel or Account Number:
3956-000-005-0003

Abbreviated Legal Description:
Ptn. Lot 5, "Monte Vista Terrace Addition"

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

Full legal description located on page 2

[Space Above This Line For Recording Data] _____

FIRST AMERICAN TITLE CO.
DEED OF TRUST 59654

THIS DEED OF TRUST ("Security Instrument") is made on July 23, 1999 . The grantor is Lee A McNeil and Shannon R McNeil, Husband and Wife

("Borrower"). The trustee is First American Title Company

("Trustee"). The beneficiary is InterWest Bank, a Washington Corporation,

which is organized and existing under the laws of The State of Washington , and whose address is PO Box 1649, 275 SE Pioneer Way, Oak Harbor, WA 98277

("Lender"). Borrower owes Lender the principal sum of Ninety Three Thousand Five Hundred and No/100

Dollars (U.S. \$ 93,500.00).

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3048 9/90

VMP® -6R(WA) (9701)

Amended 5/91

Page 1 of 8

Initials: LMc SRMC

VMP MORTGAGE FORMS - (800)521-7291
DOC #:972101 APPL #:9906300009 LOAN #:0501000636



19990727006

WMP-6R(WA) (9701)
Form 3048 9/90
Page 2 of 8
Doc # : 972102 APP # : 990630009 LOAN # : 0501000636

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, instrumentality,
otherwise in accordance with applicable law.

Funds due on the basis of current data and reasonable estimates of expected losses of future Escrow Items or
Funds collected and held in an amount not to exceed the lesser amount, Lender may estimate the amount of
time, collect and hold Lender's escrow account, if so, Lender may, at any
et seq ("RESPA"), unless another law applies to the Funds sets a lesser amount, if so, Lender may, at any
federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601
amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the
"Escrow Items," Lender, at any time, collect and hold Funds in an amount not to exceed the maximum
provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called
mortgage insurance premiums, if any; and (c) any sums payable by Borrower to Lender, in accordance with the
yearly hazard or property insurance; (d) yearly flood insurance premiums, if any; (e) yearly
instrument as a lien on the Funds); for: (a) yearly taxes and assessments which may strain priority over this Security
full, a sum ("Funds") for: (a) yearly taxes and assessments which may strain priority over this Security
Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in
full, due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges
when due the principal and interest on the debt evidenced by the Note and any prepayment pay
I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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
recording. 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."

Washington 98273 (Zip Code) ("Property Address");
which has the address of 4701 Monte Vista Dr., Mount Vernon
Street, City).

Skagit County, Washington
Tract 2 of Monte Vernon Short Plat No. MV-3-76, approved January 23,
1976 and recorded February 9, 1976, under Auditor's File No. 829858, in
Volume 1 of Short Plats, page 100, records of Skagit County, Washington,
bearing a portion of tract 5 of "MONTE VISTA TRACE ADDITION TO SKAGIT
COUNTY, WASHINGTON", as per plat recorded in Volume 8 of Plats, pages 20
and 21, records of Skagit County, Washington.

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
August 1, 2029 . 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)
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
August 1, 2029 . This Security instrument secures to Lender: (a) the repayment
of the debt 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
August 1, 2029 . 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)

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 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 or repair of the Property damaged, if the restoration or repair is economically feasible and

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.

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, forbear or

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DOC # :972106 APPN # :990630009 LOAN # :0501000636
Form 3048 9/90 Page 6 of 8

Initials: LM SRA

19. Sale of Note; Change of Loan Service. 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 Service") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in Note. If the new service with paragraph 14 above and applicable law, the notice will state the name and address of the new service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remitiate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument before sale of the Property pursuant to any such other period as applicable law may specify for remittances; or (b) entry of a judgment against this Security instrument and the Note as it no acceleration had occurred; (c) entries all sums which then would be due under this instrument. Those conditions are that Borrower: (a) pays Lender all expenses incurred in enforcing this Security instrument and the Note as if no acceleration had occurred; (b) owes any default of any other agreements or arrangements; (c) pays all expenses incurred in enforcing this Security instrument, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the loan 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 Note as if no acceleration had occurred. However, this instrument shall not apply in the case of acceleration under paragraph 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall further notice or demand on Borrower.

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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and 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.

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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless application of another method. The notice shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this 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 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 limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is required by reducing the principal owed under the Note or by making a direct payment to Borrower, it will be treated as a partial prepayment without any prepayment charge under the Note.

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 the 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 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 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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.

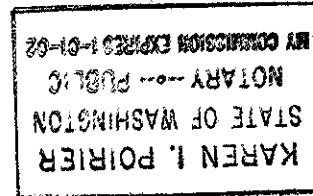
24. Use of Property. The Property is not used principally for agricultural or farming purposes.

199907270060

19990727006

Notary Public in and for the State of Washington, residing at
My Appointment Expires on 1-1-02

GIVEN under my hand and official seal this
day of July, 1999
and acknowledged that *Leanne A. McNeil* signed the same as *Leanne A. McNeil*,
to me known to be the individual described in and who executed the within and foregoing instrument,
and acknowledged that *Leanne A. McNeil* signed the same as *Leanne A. McNeil*,
free and voluntary act and
deed, for the uses and purposes herein mentioned.



KAREN L. POKRIEK

GIVEN under my hand and official seal this

day of July, 1999

On this day personally appeared before me

Counties of *Skagit* and *Whatcom*

STATE OF WASHINGTON
County of *Skagit*
On this day personally appeared before me

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:
Security Instrument and in any rider(s) executed by Borrower and recorded with it
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this

- | | | | | | | | | | |
|--|--|---|---|---|---|--|---|-----------------------------------|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|--|---|---|---|---|--|---|-----------------------------------|---|

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)]