



199910180123

Kathy Hill, Skagit County Auditor

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**When Recorded Return To:**  
ISLAND TITLE COMPANY  
P. O. BOX 1228  
ANACORTES, WA 98221

Escrow No. **AE-6742D**

LPB-22

SA-19178✓

## DEED OF TRUST

*(For Use in the State of Washington Only)*

Assessor's Tax Parcel ID#: 4552-000-035-0004

THIS DEED OF TRUST made on **October 15, 1999** between  
**JOHN R. COX AND ASSOCIATES, L.L.C.**, a Washington Limited Liability Company  
, GRANTOR,  
whose address is **P.O. BOX 456, ANACORTES, WA 98221** and  
**ISLAND TITLE COMPANY**, a Washington corporation, TRUSTEE,  
whose address is **PO BOX 1228, ANACORTES, WA 98221** and  
**VINCE F. VENTIMIGLIA and JUNE S. VENTIMIGLIA**, husband and wife  
BENEFICIARY,  
whose address is **2319 SKYLINE WAY, ANACORTES, WA 98221**.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in  
Trust, with power of sale, the following described real property in Skagit  
County, Washington:

Lot 35, PLAT OF PARKSIDE, according to the plat thereof recorded in  
Volume 14 of Plats, pages 170 through 174, records of Skagit County,  
Washington.

which real property is not used principally for agricultural or farming  
purposes, together with all the tenements, hereditaments, and  
appurtenances now or hereafter thereunto belonging or in any wise  
appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of  
grantor herein contained, and payment of the sum of Sixty Thousand Three  
Hundred Thirty Three Dollars and 98/100 (\$ 60,333.98) with interest, in  
accordance with the terms of a promissory note of even date herewith  
payable to Beneficiary or order, and made by Grantor, and all renewals,  
modifications and extensions thereof, and also such further sums as may be  
advanced or loaned by Beneficiary to Grantor, or any of their successors  
or assigns, together with interest thereon at such rate as shall be agreed  
upon.

### To Protect the Security of this Deed of Trust, Grantor Covenants and Agrees:

1. To keep the property in good condition and repair; to permit no waste  
thereof; to complete any building, structure or improvement being built or  
about to be built thereon, to restore promptly any building, structure or  
improvement thereof which may be damaged or destroyed; and to comply with  
all laws, ordinances, regulations, covenants, conditions and restrictions  
affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the  
property; to keep the property free and clear of all other charges, liens  
or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property  
described herein continuously insured against loss by fire or other  
hazards in an amount not to be less than the total debt secured by this  
Deed of Trust. All policies shall be held by the Beneficiary, and be in

such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expense, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

#### **It Is Mutually Agreed That:**

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as be necessary to fully satisfy the obligation hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sums secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereof.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property, which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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