



199910190044

Kathy Hill, Skagit County Auditor
10/19/1999 Page 1 of 7 11:47:16AM

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**Washington
Mutual**

DEED OF TRUST

0024996829

ISLAND TITLE COMPANY
SB-15246SM ✓

THIS DEED OF TRUST is between
MONTE E. BIANCHI AND MARCIA A. BIANCHI
HUSBAND AND WIFE

whose address is 2731 FIRWOOD LN UNIT 123
MT VERNON, WA 98273

("Grantor"); ISLAND TITLE COMPANY, a WASHINGTON

corporation, the address of which is 839 SOUTH BURLINGTON BLVD.
BURLINGTON, WA 98233

and its successors in trust and assigns ("Trustee"); and
Washington Mutual Bank, which is organized and existing under the laws of Washington State,
and whose address is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its
successors or assigns.

1. Granting Clause Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with
power of sale, the real property in SKAGIT County,

WASHINGTON, described below, and all interest in it Grantor ever gets:

UNIT 123, NORTHRIDGE ESTATES CONDOMINIUMS, ACCORDING TO AMENDED DECLARATION
THEREOF RECORDED UNDER AUDITOR'S FILE NO.

9101140051 AND SURVEY MAP AND PLANS THEREOF RECORDED IN VOLUME 13, PAGES 97
THROUGH 105, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF SECTION
9, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Tax Parcel Number: 4417-000-123-0001 / P81956

together with: all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property." To the extent that any of the Property is personal property, Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute the Security Agreement between Grantor and Beneficiary. As used herein "State" shall refer to the state of WASHINGTON.

2. Security This Deed of Trust is given to secure performance of each promise of Grantor contained herein, and the payment of TWENTY THOUSAND TWO HUNDRED AND 00/100 dollars (\$20,200.00) (called the "Loan") with interest as provided in the note which evidences the Loan (the "Note") and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note and this Deed of Trust are called the "Debt".

If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount to also change.

3. Representations of Grantor Grantor represents that:

(a) Grantor is the owner of the Property or contract purchaser, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage, deed of trust or real estate contract given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. Sale, Transfer or Further Encumbrance of Property The loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale, or other transfer of the Property or any interest therein by Grantor including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5. Promises of Grantor Grantor promises:

(a) To keep the Property in good repair; and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause and; the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the



same manner as payments under the Note or at the Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale; and

(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. Curing of Defaults If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage, deed of trust or real estate contract, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the rate of interest specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies for Default.

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Note, or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Note or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Note. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale and deliver to Trustee any documentation as may be required by law. After giving any notices required, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts.

(b) 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 the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. 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. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any



other action available to law or in equity. Beneficiary may also take such other action as it considers appropriate, including the securing of appointment of a receiver and/or exercising the rights of a secured party under the Uniform Commercial Code as then in effect in State. During pendency of any foreclosure or other realization proceedings Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property; its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust 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.

8. Condemnation; Eminent Domain 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 may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

9. Fees and Costs Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees: in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code; and any action taken in bankruptcy or appellate proceeding.

10. Reconveyance Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary following satisfaction of the Debt and other obligations secured hereby. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law.

11. Trustee; Successor Trustee Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a 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.

12. Miscellaneous This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law, and, to the extent federal law does not apply the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

13. Beneficiary and Similar Statements. Beneficiary may assess a Statement Fee for providing a beneficiary statement, payoff statement or other statement in an amount determined by Beneficiary except as prohibited by law.



By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust, and of any rider(s) executed by Grantor concurrently therewith.

DATED at Burlington, Washington this 14TH day of OCTOBER, 1999

Monte E. Bianchi
MONTE E BIANCHI

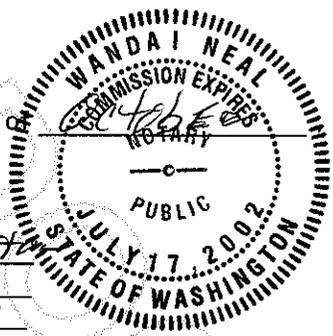
Marcia A. Bianchi
MARCIA A BIANCHI

STATE OF Washington
COUNTY OF Skagit } ss.

On this day personally appeared before me Monte E. Bianchi and MARCIA A BIANCHI, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and puposes therein mentioned.

WITNESS my hand and official seal this 14th day of October, 1999

Wanda I. Neal
Notary Public in and for the State of Washington
residing at: CAMANO ISLAND
My appointment expires: July 17, 2002



REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above mentioned, and all other evidences of indebtedness secured by this Deed of Trust together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now held by you thereunder.

DATED _____

Mail reconveyance to _____


199910190044
Kathy Hill, Skagit County Auditor
10/19/1999 Page 5 of 7 11:47:15AM

Recording requested by Law, when recorded
return to:
WASHINGTON MUTUAL C/O DATAPLEX
19031 - 33RD AVE W
LYNNWOOD, WA 98036
ATTN: MAILSTOP: 116DPWA

This document was prepared by:
TAMMY R LONEY
WASHINGTON MUTUAL BANK
920 S BURLINGTON BLVD
BURLINGTON, WA 98233

Loan Number: 0024996829



CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14TH day of OCTOBER, 1999, and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with WASHINGTON MUTUAL BANK

("Lender"). The Security Instrument covers certain real property located at 2731 FIRWOOD LANE#123
MOUNT VERNON, WA 98273

and described more fully therein. Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as NORTHRIDGE ESTATES CONDOMINIUMS (herein "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and, (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners Association.

B. Hazard Insurance. So long as the Owners Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and

(ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.



C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided therein.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain;

(ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; or

(iii) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

(iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Voting Rights; Notice of Meetings. Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Beneficiary pursuant to Security Instrument, Grantor to the extent permitted by law, hereby assigns to Beneficiary all of Grantor's voting rights under the Constituent Documents, and irrevocably appoints Beneficiary as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Beneficiary's representative fails to attend a duly called meeting, then Grantor may cast its votes as though this power had not been granted to Beneficiary. It is agreed that this power shall be coupled with an interest and may not be revoked by Grantor until the promissory note is fully satisfied and the Security Instrument released. Grantor agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Beneficiary.

G. No Liability. Beneficiary assumes no liability for the performance of any obligation under Constituent Documents, except that if Beneficiary acquires possession of the Property through foreclosure or otherwise, Beneficiary agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Beneficiary retains title thereto.

H. Default; Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided therein. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall be immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement.

DATED as of the day and year set forth above.

Monte E Bianchi
MONTE E BIANCHI

Marcia A. Bianchi
MARCIA A BIANCHI

