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Kathy Hill, Skagit County Auditor

11/29/1999 Page 1 of 2 11:22:10AM

AFTER RECORDING MAIL TO:
VINCENT VENTIMIGLIA,

ANACORTES, WA. 98221
Filed for Record at Request of First American Title of Skagit County

FIRST AMERICAN TITLE CO.

DEED OF TRUST

(For use in the state of Washington)

ACCOMMODATION RECORDING ONLY

M7142

THIS DEED OF TRUST, made this **24TH** day of NOVEMBER, 1999, between **JOHN R. COX & ASSOCIATES, LLC**, GRANTOR, whose address is P.O.BOX 456, ANACORTES, WA. 98221 **FIRST AMERICAN TITLE COMPANY, A Washington corporation TRUSTEE**, whose address is **1301 Riverside Dr., Mount Vernon, Wa. 98273**, and **VINCENT VENTIMIGLIA AND JUNE 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 53, "PLAT OF PARKSIDE" AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 170 THROUGH 174, IN THE RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account Number(s): 4552-000-053-0002 P99182

which real property is not used principally for agricultural or farming purposes, together with all 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 FORTY FOUR THOUSAND AND NO/100THS Dollars (\$44,000.00) 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 thereon 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 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 expenses, 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:

