

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



20001040043

Kathy Hill, Skagit County Auditor
1/4/2000 Page 1 of 8 3:14:30PM

Assessor's Parcel or Account Number:
3772-235-018-0002

Abbreviated Legal Description:

Lts 16, 17 & W/2 18, Blk 235, CITY OF ANACORTES

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

Full legal description located on page 2

[Space Above This Line For Recording Data] _____

ISLAND TITLE COMPANY
SA-19273 ✓

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 7, 1999 . The grantor is Lloyd Thurman and Susan D Thurman, husband and wife

("Borrower"). The trustee is Island 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 One Hundred Twenty Six Thousand Five Hundred and No/100 Dollars (U.S. \$ 126,500.00).

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3048 9/90

VMP -6R(WA) (9701)

Amended 5/91

Page 1 of 8

Initials SDT

VMP MORTGAGE FORMS - (800)521-7291
DOC #:972101 APPL #:9911190007 LOAN #:0401001001





Form 3048 9/90

Doc # : 972102 APP # : 9911190007 LOAN # : 0401001001
Page 2 of 8 Initials: ML SGT

The Funds shall be held in an institution whose deposits are insured by a Federal Agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan

otherwise in accordance with applicable law.

Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of time, ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq., ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect a Lender for a federally related mortgage loan may require for Borrower's account under the "Escrow Items." Lender may, 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 (f) any sums payable by Borrower to Lender, in accordance with the early hazard or property insurance premiums, if any; (e) yearly flood insurance premiums, if any; (c) liability instrument as a lien on the Property; (b) yearly taxes and assessments which may attach priority over this Security full, a sum ("Funds") for: (a) yearly taxes and assessments due under the Note, until the Note is paid in full, power shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") subject to applicable law or to a written waiver by Lender,

2. **Funds for Taxes and Insurance.** Subject to applicable law, due under the Note.

when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges

1. **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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower hereby conveys the estate hereby conveyed and has the

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the

Property.

TOGETHER WITH all the improvements now or hereafter received 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

98221 [Zip Code] ("Property Address");

Washington which has the address of 2308 15th St, Anacortes Street, City,

situated in Skagit County, Washington.

Lots 16, 17 and the West Half of Lot 18, Block 235, Map of the City of Anacortes, according to the Plat recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

This Security instrument secures to Lender: (a) the repayment of all other sums, with interest, and all renewals, extensions and modifications of the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (c) the performance of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (d) the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

Quantzay 1, 2030 . This Security instrument secures to Lender: (a) the repayment

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



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Kathy Hill, Skagit County Auditor

1/4/2000 Page 3 of 8 3:14:30PM

Initials: SAT

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required by Lender to maintain the insurance in effect, from an alternate mortgage insurer approved by Lender. If mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance premiums required to obtain coverage equivalent to the cost to Lender, it shall pay to Lender each substantially equivalent mortgage coverage is not available, Borrower shall pay to Lender each

insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required by Lender to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required to maintain the mortgage insurance by this Security Instrument, Borrower shall pay the premium required by Lender to do in the event of loss or damage to the property covered by the mortgage insurance, the amount of which shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, secured by this Security Instrument, unless Borrower agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest,

secured by this Security Instrument, unless Borrower and Lender agree to other terms of payment, these amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower upon notice from Lender to Borrower reducing payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower

not have to do so.

entitled to the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney's fees and the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the value of Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture or assignments contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and

to the merger in writing.

Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees

this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If

to provide Lender with any material information) in connection with the loan evidenced by the Note, including,

the loan application process, gave materially false or inaccurate information or statements to Lender (or failed

by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during

otherwise of the Property or otherwise materially impair the loan created by this Security Instrument

result in forfeiture of the Property, whether civil or criminal, is begun that in Lender's good faith judgment could

forfeiture action or proceeding to be dismissed with a ruling that, in Lender's good faith determination,

causing the action or proceeding to be dismissed with a default and remit, as provided in paragraph 18, by

Lender's security interest. Borrower may claim a default and remit, as provided in paragraph 18, by

Property, allow the Property to deteriorate, or commit waste on the Property, damage or impair the circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the

Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender

residence within sixty days after the execution of this Security Instrument and shall continue to occupy the

Applicant; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan**

Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to

extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the otherwise agree in writing, any application of proceeds to principal shall not

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not

notice is given.

sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay

whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not

would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument,

Lender's security is not lessened. If the restoration of repair is not economically feasible or Lender's security

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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Kathy Hill, Skagit County Auditor

1/4/2000 Page 5 of 8 3:14:30PM



make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. 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 or 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 limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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 or 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 limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note or by making it by first class mail unless applicable law requires use of another method. The note and of this Security Instrument shall be governed by federal law and state law as of the date of this Security Instrument.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The note and of this Security Instrument shall be governed by federal law and state law as of the date of this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and state 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

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.

18. **Borrower's Right to Remit.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittance) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this instrument and the Note as if no acceleration had occurred; (b) cures any default of any other Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument continues in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon remittance to pay the Secured Obligation, Lender shall remain fully effective as if no acceleration had occurred. However, this Secured Obligation shall remain in effect until payment in full of all sums secured by this Security Instrument and the Note as if no acceleration had occurred.

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 Note due to the Note and this Security Instrument. If there is a change of the Loan Service, Borrower will be given written notice of the change in the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

Initials: *[Signature]* SOT

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.



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Kathy Hill, Skagit County Auditor

1/4/2000 Page 7 of 8 3:14:30PM



Form 3048-9/90

My Appointment Expires on 7/15/01
Notary Public in and for the State of Washington, residing at
Mt. Vernon
8th day of November 1999

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

LLOYD THURMAN & SUSAN D. THURMAN

On this day personally appeared before me

STATE OF WASHINGTON
County of SKAGIT

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Susan D Thurman
(Seal)

Lloyd Thurman
(Seal)