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Kathy Hill, Skagit County Auditor

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

Assessor's Parcel or Account Number:
4634-000-028-0007

Abbreviated Legal Description:
Lot 28, Park Ridge II.

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

Full legal description located on page 2

LAND TITLE COMPANY OF SKAGIT COUNTY
[Space Above This Line For Recording Data] P9Jn35-E

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 28, 1999. The grantor is MICHAEL J SMALL AND PATRICIA A SMALL, HUSBAND AND WIFE.

("Borrower"). The trustee is Land 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 Two Hundred Thirty Six Thousand Five Hundred Fifty and No/100 Dollars (U.S. \$ 236,550.00).

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

VMP® -6R(WA) (9701)
Page 1 of 8

Form 3048 9/90

Amended 5/91

Initials: M

VMP MORTGAGE FORMS - (800)521-7291
DOC #:972101 APPL #:9911160015 LOAN #:2101000825



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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 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
any sum due under ("RESPA"), unless another law that 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 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
yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly
instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c)
full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain 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
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender,
due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay
when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges

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
record. 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 erected on 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.

98273 [Zip Code] ("Property Address");

which has the address of 305 S 38th Pl, Mount Vernon
(Street, City),

State in the City of Mount Vernon, County of Skagit, State of
Washington.

Lot 28, "PARK RIDGE, DIVISION II", as per Plat recorded in Volume 15 of
Plats, pages 187 and 188, records of Skagit County, Washington.

Skagit County, Washington:

with power of sale, the following described property located in
and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust,
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
the payment of all other sums, with interest, and all renewals, extensions and modifications of the Note; (b)
of the debt evidenced by the Note, with interest, and all penalties, extensions and modifications of the Note; (a) the repayment
February 1, 2030 . This Security Instrument secures to Lender: (a) the repayment
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note").

substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If mortgage insurance substantially in effect, at a cost substantially equivalent to the cost to Borrower of the insurance in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If Lender requires additional insurance as a condition of making the loan

8. Mortgage Insurance. If Lender requires mortgage insurance upon notice from Lender to Borrower requesting payment.

Any 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 shall become additional debt of Borrower not have to do so.

enterring on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not limit his 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 lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney's fees and 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, probate, for condemnation or forfeiture or agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's security interest in the Property fails to perform the covenants and

7. Protection of Lender's Rights in the Property. If Borrower fails to

Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
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. It 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 precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, Lender's security interest. Borrower may cure such a default and reinstated, as provided in Paragraph 18, by result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless extenuating property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender resides within sixty days after the execution of this Security Instrument and shall continue to occupy the Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Lender to the extent of the amount of the payments referred to in Paragraphs 1 and 2 or change the 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 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 notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not 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 answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender 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 or 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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Initials/MW

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 reduced by the amount necessary to reduce the charge to the permitted limit, then: (a) any such loan charge shall be collected in connection with the loan exceed the permitted limit; and (b) any sums already collected from Borrower which exceed the 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 reduced by reducing the principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
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 notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by notice to Borrower or Lender when given as provided in this paragraph.
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 this Security Instrument, 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 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 Remitiate.** If Borrower meets certain conditions, Borrower shall have the right further notice or demand on Borrower.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by 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, (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, attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument remain unchallenged. Upon remittance by Borrower, this security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remitiate shall not apply in the case of acceleration under paragraph 17.
19. **Sale of Note; Change of Loan Servicer.** 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 Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change in the Loan Servicer, Borrower will be given written notice of the change in Note. If the Note is a change in the Loan Servicer and address to which payments should be made. The notice will also contain any other information required by applicable law.

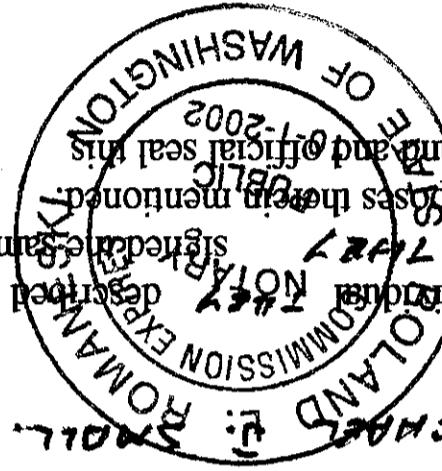
My Appointment Expires on 10-01-02
Notary Public in and for the State of Washington, residing at

to me known to be the individual or individuals herein and who executed the within and foregoing instrument,
 and acknowledged that 7/12/01 is the same as
 free and voluntary act and

MICHAEL E. SMALL AND PATRICIA A. SMALL

On this day personally appeared before me
 County of SLAUGH.

STATE OF WASHINGTON



Borrower

 (Seal)

Borrower

 (Seal)

Borrower

 (Seal)

Patricia A. Small

 (Seal)

Michael J. Small

 (Seal)

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

- | | | | | | |
|--|---|---|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> Other(s) [specify] | <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)]