

20002140146

Return To:
GreenPoint Mortgage Funding, Inc.
1100 Larkspur Landing Circle
Suite 101
Larkspur, California 94939

Kathy Hill, Skagit County Auditor
2/14/2000 Page 1 of 8 2:06:42PM

Assessor's Parcel or Account Number:
3868-009-004-0002

Abbreviated Legal Description: *Lot 4 Bl I Cape Horn*

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

Full legal description located on page *2*.

[Space Above This Line For Recording Data] *P 92218*

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **February 8, 2000**. The grantor is

Robert N. Davis, who also appears of record as Robert N. Davis, and
Judith Davis McGlothin, husband and wife

("Borrower"). The trustee is **LAND TITLE COMPANY**

("Trustee"). The beneficiary is

GreenPoint Mortgage Funding, Inc.,
which is organized and existing under the laws of **The State Of New York**,
address is **1100 Larkspur Landing Circle, Suite 101**,
Larkspur, California 94939, and whose
sum of **Fifty-Five Thousand and 00/100ths** ("Lender"). Borrower owes Lender the principal
Dollars (U.S. \$ 55,000.00).

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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Form 3048 9/90
Amended 5/91
Initials: *[Signature]*
VMP MORTGAGE FORMS - (800)521-7291

BBAP-106

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Form 3048 9/90
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Initials _____

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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 future Escrow Items in accordance with applicable law.

Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with (c) 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; 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, charges 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

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 grants and conveys 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, right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower is lawfully seized of the estate hereby conveyed and has the property.

TOGETHER WITH all the improvements now or hereafter erected 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 "Property."

[Zip Code] ("Property Address");

which has the address of 41942 Cape Horn Drive, Sedro Woolley [Street, City].

Lot 4, Blk I, Cape Horn on Skagit.

Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Lot 4, Block I, "CAPE HORN ON THE SKAGIT", as per plat recorded in Volume 8 of Plats, pages 92 through 97, inclusive, records of Skagit County.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, instrument and the Note. This power of sale, the following described property located in

which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of all other covenants and agreements under this Security Instrument, and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, instrument and the Note. This power of sale, the following described property located in

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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8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage 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 to obtain coverage substantially equivalent to the insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to maintain the mortgage insurance by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance coverage required by Lender.

Upon notice from Lender to Borrower requesting payment, 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 Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7, fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for condemnation or forfeiture Lender's rights in this Security Instrument, or there is a legal proceeding that may significantly affect agreements contained in this Security Instrument, or the Note is a legal proceeding that may significantly affect Lender does not have to do so.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and merge unless Lender agrees to the merger in writing.

provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not be principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property to Lender (or failed to provide Lender with any material information with the loan evidenced Borrower, during the loan application process, gave material false or inaccurate information or statements the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if determines, precludes forfeiture of the Borrower's interest in the Property or other material impairment of instrument or Lender's security interest. Borrower may cure such a default and remit, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith could result in forfeiture of the Property or otherwise materially impair the lien created by this Security any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if circumstances exist which are beyond Borrower's control. Borrower shall not be liable for damage or otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless Lender 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 application; Leaseholds, Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal property, unless Lender 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property prior to the acquisition shall pass to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the restoration or repair is not economically feasible or Lender's security 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 feasible or Lender's security answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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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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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WMP-6R(WA) (9701) BBA-P-106

Mount Vernon
Mortary Public in and for the State of Washington, residing at
Nancy Lea Cleave
My Appointment Expires on 9-1-02

9th day of February, 2000

[Handwritten signature]

to me known to be the individual(s) described in and who executed the within and foregoing instrument,
and acknowledged that he/she signed the same as his/her/theirs

GIVEN under my hand and official seal this
deed, for the uses and purposes herein mentioned.

On this day personally appeared before me
Robert N. Davis and Judith Davis McGlothlin
County of Skagit
STATE OF WASHINGTON

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Judith Davis McGlothlin
Robert N. Davis
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

- | | | | | | | |
|--|--|---|---|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvemt Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> VA Rider | | | | |

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)]