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Kathy Hill, Skagit County Auditor
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When Recorded Return to: Cascade Bank, 2828 Colby Avenue, Everett, Washington 98201

DEED OF TRUST

(With Future Advance Clause)

Grantor(s): Darrell K Heiner and Laura J Heiner
Grantee(s): Cascade Bank
Legal Description: Tract 8, Sunset View No. 1.
Assessor's Property Tax Parcel or Account Number: 4415-000-008-0003
Reference Numbers Of Documents Assigned or Released:

P-93297
LAND TITLE COMPANY OF SKAGIT COUNTY

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is May 9, 2000.
The parties and their addresses are:

GRANTOR:

DARRELL K HEINER
2230 Martin Rd
Mt Vernon, Washington 98273
Spouse of Laura J Heiner

LAURA J HEINER
2230 Martin Rd
Mt Vernon, Washington 98273
Spouse of Darrell K Heiner

TRUSTEE:

EVERGREEN TITLE COMPANY
Corporation
2702 Colby Avenue
Everett, Washington 98201

D. Executive Officers. Grantor is an executive officer of Lender or an affiliate and Grantor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

15. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender will be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee will, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee will make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, will pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debts, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument will remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public



DESCRIPTION:

Tract 8, "PLAT OF SUNSET VIEW, DIVISION NO. 1", as per plat recorded in Volume 12 of Plats, page 86, records of Skagit County, Washington,

EXCEPT mineral rights reserved by the State of Washington in Deed recorded July 17, 1925, in Volume 137 of Deeds, page 264, records of Skagit County, Washington.

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



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