

AFTER RECORDING MAIL TO:
MR. THOMAS MEADOWCROFT
MS. PATRICIA MEADOWCROFT
c/o COMMERCE BANK OF WASHINGTON
ATTN: COLLECTION ACCOUNT
601 UNION STREET, SUITE 3600
SEATTLE, WASHINGTON 98101



200007170131

Kathy Hill, Skagit County Auditor
7/17/2000 Page 1 of 4 3:37:29PM

ISLAND TITLE COMPANY

DEED OF TRUST

(For use in the State of Washington only)

Escrow No. 20000384

Title Order No. SA-19776 ✓

THIS DEED OF TRUST, made this **July 10, 2000**

, between

LAUREL K. O'NEIL, A Single Person

, GRANTOR,

whose address is **2719 W. GALER STREET, SEATTLE, WA 98199**

and

Island Title Company

, TRUSTEE,

whose address is **3110 Commercial Avenue, #101, Anacortes, WA 98221,**

and

THOMAS MEADOWCROFT and PATRICIA MEADOWCROFT, Husband and Wife, BENEFICIARY,

whose address is **2341 Hialeah Drive, Anchorage, Alaska 99517**

**c/o COMMERCE BANK OF WASHINGTON, ATTN: COLLECTION ACCOUNT
601 UNION STREET, SUITE 3600, SEATTLE, WASHINGTON 98101**

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in **SKAGIT** County, Washington:

Legal Description (abbreviated): PTN LOTS 24, 25 AND TRACT E, RANCHO SAN JUAN DEL MAR NO. 1

See complete legal description in Exhibit A, attached hereto and incorporated herein by this reference.

Assessor's Property Tax Parcel/Account Number(s): 3972-000-025-0009, 3972-000-099-0109

which real property is not used principally for agricultural or farming purposes, together with all the 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 **THREE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$363,500.00)** 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:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. This Property may not be sold or transferred without Beneficiary's consent, whose consent shall not be unreasonably withheld. Breach of this provision will result in sums secured by this Deed of Trust becoming immediately due and payable at the option of the Beneficiary, except the option shall not be exercised if prohibited by applicable law.

Dated: July 14, 2000

Laurel K. O'Neil
LAUREL K. O'NEIL

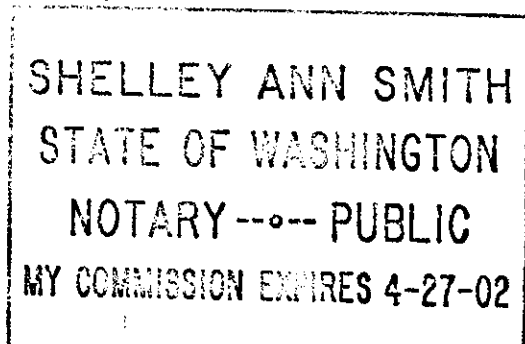
State of Washington

}ss.

County of King

I certify that I know or have satisfactory evidence that LAUREL K. O'NEIL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7/14/2000



[Signature]
Notary Public in and for the State of Washington
Residing at Clinton
My appointment expires 4/17/02

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____, 2 _____



EXHIBIT A

PARCEL A:

Lot 25, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, as per plat thereof recorded in Volume 5 of Plats, page 27, records of Skagit County, Washington;

ALSO, that portion of Tract "E", RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, as per plat recorded in Volume 5 of Plats, page 27, records of Skagit County, Washington, described as follows:

Beginning at the Southeasterly corner of said Lot 25;
thence Southwesterly for a distance of 150 feet paralleling the Westerly boundary of Lot 25;
thence Northwesterly to a point 30 feet from the Southwesterly corner of Lot 25, said point being on a line formed by extending the Westerly boundary line of Lot 25 along beach;
thence Northeasterly to the Southwesterly corner of Lot 25;
thence Easterly along Southerly line to point of beginning;

TOGETHER WITH first class tidelands, as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon the above described premises and lying within the boundaries of Tracts 2 and 4, Plate 2, Tide and Shorelands of Sections 34 and 35 in Township 35 North, Range 1 East of the Willamette Meridian, as shown on the official Map thereof in the office of the State Land Commissioner at Olympia, Washington;

PARCEL B:

That portion of Lot 24, RANCHO SAN JUAN DEL MAR, SUBDIVISION 1, according to the plat recorded in Volume 5 of Plats, at page 27, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 24;
thence South 68°35' East along the South line of said Lot 24 a distance of 187.96 feet to the Southeast corner of said Lot 24;
thence North 58°53'07" West a distance of 73.18 feet;
thence North 74°39'34" West a distance of 116.48 feet to the Point of Beginning;

Situated in Skagit County, Washington.



200007170131

Kathy Hill, Skagit County Auditor

7/17/2000 Page 4 of 4 3:37:29PM