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Skagit County Auditor

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Return to:
Horizon Bank
PO Box 580
Bellingham, WA 98227-0580

Assessor's Parcel or Account Number:
4695-000-033-0000

Abbreviated Legal Description: Ptn Lot 33 Marine Heights

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

Full legal description on page 2.

[Space Above This Line For Recording Data]

LOAN NO.
0550001990

DEED OF TRUST

ISLAND TITLE COMPANY
A19855✓

THIS DEED OF TRUST ("Security Instrument") is made on September 11, 2000 The grantor is Traditional Home Construction, Inc. a Washington Corporation.

("Borrower"). The trustee is Westward Financial Service Corporation

("Trustee"). The beneficiary is Horizon Bank

which is organized and existing under the laws of the State of Washington,
and whose address is PO Box 580, Bellingham, WA 98227-0580

("Lender"). Borrower owes Lender the principal sum of Four Hundred Nine Thousand and no/100 Dollars (U.S. \$ 409,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2001 This Security Instrument secures to Lender:

WASHINGTON -Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

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ELECTRONIC LASER FORMS, INC. - (800) 327-0545

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2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagage premiums. These items are called "Escrow Items". Lender may collect and hold Funds in an amount not to exceed the lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Funds sets a lesser amount. Lender may, at any time, collect and hold Funds to the Funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

I. 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 due under the Note.

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 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".

which has the address
4108 Marine Heights Wy., Anacortes
Washington 98221 [Zip Code] ("Property Address");
[Street, City].

Lot 33, Plat of Marine Heights, according to the Plat thereon, recorded in Skagit County, Washington; except the South 4.00 feet of said Lot. Situated in Skagit County, Washington; Except the South 4.00 feet of said Lot. Situated in Skagit County, Washington.

(a) the repayment of 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 the 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, with power of sale, the following described property located in Skagit County, Washington.

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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 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 the 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.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree 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, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may affect Lender's rights in this Security Instrument, or if there is a leasehold interest that may have to do so.

Lender does not have to make repairs. Although Lender may take action under this paragraph 7, Lender does not properly to make repairs. Actions by Lender may include paying reasonable attorney fees and entering on the Security Instrument, appealing in court, paying reasonable attorney fees and entering on the Security Instrument, or to protect the value of the Property and Lender's rights in the Property. Whatever is necessary to reinforce laws or regulations, then Lender may do and pay for condemnation or foreclosure or to proceed in bankruptcy, probable, for significant affecting Lender's rights in the Property (such as a proceeding in bankruptcy, probable, for and agreements contained in this Security Instrument, or there is a legal proceeding that may affect Lender's rights in this Security Instrument, or if there is a leasehold interest that may have to do so.

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, evidence of the Note, including, but not limited to, representations concerning Borrower's occupancy by the Lender, including, but not limited to, connection with the loan or failed to provide Lender with any material information or statements to during the loan application process, gave materially false or inaccurate information or statements to this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, forefeiture of the Borrower's interest in the Property or other material impairment of the lien created by Lender (or failed to provide Lender with any material information or statements to during the loan application process, gave materially false or inaccurate information or statements to this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste which, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower will be liable, or unless Lender otherwise agrees in writing, which consent shall not be unreasonable of occupancy, unless Lender as Borrower's principal residence for at least one year after the date continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender creates in writing, which consent shall not be unreasonable of principal residence within sixty days after the execution of this Security Instrument and shall principal residence within sixty days after the execution of this Security Instrument and shall apply to the acquisition prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan 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 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and to the change in 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 change in the amount of the payments. If under paragraph 21 the Property is acquired by Lender, to the extent of the extent of the sums secured by this Security Instrument to the acquisition shall pass to Lender to the extent of the extent of the sums secured by this Security Instrument.

Borrower has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may abandon the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. 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 repair or restoration of the Property, whether or not then due, with any excess paid to Borrower. If Borrower by this Security Instrument, whether or not lessened, the insurance proceeds shall be applied to the sums secured and Lender's security is not lessened. If the restoration or repair is not economically feasible or and Lender's security is not lessened, if the restoration or repair is not economically feasible or lessened, the insurance proceeds shall be applied to the sums secured.

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 mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, All insurance policies and renewals shall be acceptable to Lender and shall include a standard

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8. Mortgage Insurance. If Lender required 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 premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each 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.

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18. **Borrower's Right to Remitiate.** If Borrower meets certain conditions, Borrower shall have Security Instrument without further notice or demand on Borrower.
If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument except to the extent of any other rights Lender may have under law.
However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
If Lender exercises this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
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.
If Lender exercises this option shall give Borrower notice of acceleration. This 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument except to the extent of any other rights Lender may have under law.
If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this instrument except to the extent of any other rights Lender may have under law.
The right to have enforcement of this Security Instrument, Lender's rights under this instrument, and Borrower's obligations under this instrument, shall be governed by federal law provided in this paragraph.
17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Security Instrument is located in which the Property is located, in the event that any provision of this clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without 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.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law provided in this paragraph.
The notice shall be directed to the Property Address or by first class mail unless otherwise specified by Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice provided for in this Note.
The notice shall be directed to the Property Address or by first class mail unless otherwise specified by Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice provided for in this Note.
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 will be reduced or to be collected in connection with the loan exceed the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced loan charge shall be reduced by the amount necessary to reduce the charge to the permitted reduction will be treated as a partial repayment without any prepayment charge under the Note.
under the Note or by making a direct payment to the Borrower. If a refund reduces principal owed reduced to the Borrower, Lender may choose to make this refund by reducing the principal owed notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice provided for in this Note.
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 charge to the permitted limit, and (a) any sums already collected from Borrower which exceeded permitted limits will be reduced 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 exceeded permitted limits will be reduced loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any sums already collected from Borrower which exceeded permitted limits will be reduced loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (d) any sums already collected from Borrower which exceeded permitted limits will be reduced loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (e) any sums 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be reduced by the amount necessary to reduce the charge to the permitted limit, and (z) any sums already collected from Borrower which exceeded permitted limits will be reduced loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

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 personal property under the terms of this Security Instrument; (b) is not that Borrower's interest in the Property under the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, or replace or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate 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 of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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 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 court action to assert the non-existance 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.

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24. **Use of Property.** The Property is not used principally for agricultural or farming purposes.
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.
- Adjustable Rate Rider Condominium Rider I-4 Family Rider Other(s) [specify]
- Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Second Home Rider
- Balloon Rider Rate Improvement Rider
- Check applicable box(es)]**

26. **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.
27. **Recouvery.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to recoup by the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall recoup the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recorperation costs. Lender may charge such person or persons a fee for recouping and the charging of the fee is permitted under applicable law.

28. **Sale of the Property.** 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 sale to the county in which the sale took place.
29. **Right of First Refusal.** Trustee shall take such action as public auction of the Property at any sale. Lender or its designee may purchase the Property at any sale.
30. **Right of First Offer.** Trustee may postpone sale of the Property for a period or periods determined by applicable law by public announcement at the time and place fixed in the notice of sale. Trustee determines. Trustee may designate sale of the Property for more parcels and in any order and under the terms designated in the notice of sale in one or more parcels and place Borrower, shall sell the Property at public auction to the highest bidder at the time and place 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 and Lender shall take such action regarding notice of sale and shall give such notices occurring of an event of default and of Lender's election to cause the Property to be sold. If Lender invokes the power of sale, Lender shall give written notice to Trustee of the

LOAN NO.0550001990

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.

Witnesses:

Traditional Home Construction _____ (Seal)
-Borrower

by: Dan Boffey _____ (Seal)
-Borrower

-Borrower by: Deborah Boffey _____ (Seal)
-Borrower

-Borrower _____ (Seal)
-Borrower

-Borrower _____ (Seal)
-Borrower

STATE OF WASHINGTON

County ss:

On this day personally appeared before me Traditional Home Construction, Dan
Boffey and Deborah Boffey

to me known to be the individual described in and who executed the within and foregoing
instrument, and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

Notary Public in and for the State of Washington, residing at _____

My Appointment Expires on _____

ELF-6R(WA) (9610).01

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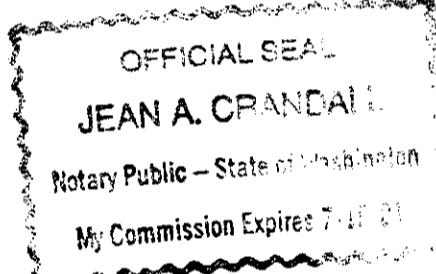
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Skagit County Auditor
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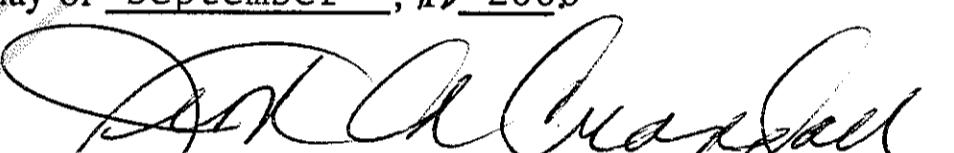


STATE OF WASHINGTON }
COUNTY OF SKAGIT }ss.

On this 13th day of September, 192000, before me personally appeared DAN BOFFEY
DEBORAH BOFFEY, to me known to be the Pres & Secr of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that
they were authorized to execute said instrument.

Given under my hand and official seal this 13th day of September, 192000




Notary Public in and for the State of Washington.
Name printed JEAN A. CRANDALL
Residing at Mt. Vernon
My commission expires 7/15/01

Acknowledgement - Corporate



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Skagit County Auditor

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