

Skagit County Auditor

WADOTB Rev. 1/98

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7. YOUR RIGHTS AFTER DEFAULT. After a default you will have the following rights and may use any one, or any combination of them, at any time.

Deed of Trust about hazardous substances on the property.
a. If I become insolvent or bankrupt;
b. If I fail to keep any agreement or breach the warranties, representations or covenants I am making to you in this Deed of Trust...

6.3 If any action or inaction by me adversely affects your security for the Note or Credit Agreement, including, but not limited to, the following:
a. If all or any part of the property, or an interest in the property, is sold or transferred;
b. If I fail to maintain required insurance on the property;
c. If I commit waste on the property or otherwise destructively use or fail to maintain the property;

6.2 If any Borrower or I commit fraud or make any material misrepresentation in connection with my loan application, the Note or Credit Agreement, this Deed of Trust, or any aspect of my line of credit. For example, it will be a default if I give you a false financial statement, or if I do not tell you the truth about my financial situation, about the property which is subject to this Deed of Trust, or about my use of the money I obtained from you through the Note or Credit Agreement;

6.1 If you do not receive any payment on the debt secured by this Deed of Trust when it is due;
6. DEFAULT. It will be a default:

rate charged under the Note or Credit Agreement.
other fees and costs involved with interest at the highest this Deed of Trust, and I will pay all recording fees and may now or later be necessary to perfect and preserve

5. PROTECTING YOUR INTEREST. I will do anything that I can to protect your interest in the property, and I will do anything that I can to protect your interest in the property, and I will do anything that I can to protect your interest in the property...

4. DUE-ON-SALE. I agree that you may, at your option, declare due and payable all sums secured by this Deed of Trust if all or any part of the property, or an interest in the property, is sold or transferred. If you exercise the option to accelerate I know that you may use any default remedies permitted under this Deed of Trust and applicable law. I know that you may exercise your rights under this due-on-sale provision each time all or any part of the property, or an interest in the property, is sold or transferred, whether or not you exercised your rights on any previous sales or transfers.

3.4 If any of these things agreed to in this Section 3 are not done, you may do them, add the cost to the Note or Credit Agreement, and charge interest on that amount at the highest rate charged under the Note or Credit Agreement. I will pay the cost of your doing these things whenever you ask, with interest as just described. Even if you do these things, my failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

3.3 I will also keep the property in good condition and repair and will prevent the removal of any of the improvements.
the Permitted Liens just described.

3.2 I will pay taxes and any debts that might become a lien on the property, and will keep it free of trust deeds, mortgages, encumbrances and liens, other than yours and the Permitted Liens just described.

3. INSURANCE, LIENS, AND UPKEEP.

3.1 I will keep the property insured by companies acceptable to you with fire and theft insurance, flood insurance if the property is located in any area which is, or hereafter will be designated a special flood hazard area, and extended insurance coverage. The policy amount will be enough to pay the entire amount owing on the debt secured by this Deed of Trust or the insurable value of the property, whichever is less, despite any "co-insurance" or similar provision in the policy. At your discretion, insurance proceeds may be used either to repair the property or to reduce the debt. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage, lien, or encumbrance, on the property, except the following "Permitted Lien(s)":

Liens and encumbrances of record.

8.5 If you shall at any time, through the exercise of any of your remedies under this Deed of Trust, or by taking a deed in lieu of foreclosure, hold title to or own the property in your own right, and you discover that any hazardous substance has been stored, located, used, produced or released onto or under the property, you may, at your option, convey the property to me. I shall accept delivery of any instrument of conveyance and resume ownership of the property in the event you exercise your option hereunder to convey the property to me. You, at your sole discretion, shall have the right to record any instrument conveying the property to me and such recordation shall be deemed acceptance by me of the instrument and the conveyance.

8.4 I will indemnify and hold you harmless from and against any and all claims, demands, liabilities, lawsuits and other proceedings, damages, losses, liens, penalties, fines, clean-up and other costs, expenses, and attorney fees (including any on appeal or review) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant, or agreement concerning hazardous substances contained in this Deed of Trust or in any other document executed by me in connection with the debt secured by this Deed of Trust; (ii) any release onto or under the property or other property of any hazardous substance which occurs as a direct or indirect result of acts or omissions by me or my agents or independent contractors; and (iii) any release onto or under the property of any hazardous substance which occurs during my ownership, possession, or control of the property.

8.3 You and your representatives may enter the property at any time for the purpose of conducting an environmental audit, committing only such injury to the property as may be necessary to conduct the audit. You shall not be required to remedy any such injury or compensate me therefor. I shall cooperate in all respects in the performance of the audit. I shall pay the costs of the audit if either a default exists under this Deed of Trust at the time you arrange to have the audit performed or the audit reveals a default pertaining to hazardous substances. If I refuse to permit you or your representatives to conduct an environmental audit on the property, you may specifically enforce performance of this provision.

8.2 I will not cause nor permit any activities on the property which directly or indirectly could result in the release of any hazardous substance onto or under the property or any other property. I agree to provide written notice to you immediately when I become aware that the property or any adjacent property is being or has been subjected to a release of any hazardous substance.

8.1 Except as previously disclosed to you in writing, I represent and warrant to you that no hazardous substances are stored, located, used or produced on the property, and that to the best of my knowledge, after due and diligent inquiry, no hazardous substances are stored, located, used or produced on any adjacent property, nor have any hazardous substances been stored, located, used, produced, or released on the property or any adjacent property prior to my ownership, possession or control of the property.

8. HAZARDOUS SUBSTANCES.

7.6 You may use any other rights you have under the law, this Deed of Trust, or other agreements including, but not limited to, any Note or Credit Agreement.

7.5 I will be liable for all reasonable collection costs you incur, to the full extent allowed by law. Whether or not litigation is commenced, I will also be liable for your reasonable attorneys' fees including any to take, review, and for interest on any collection costs or attorneys' fees at the highest rate provided in the Note or Credit Agreement.

7.4 Either in person, by agent, or by judicially appointed receiver, you may have any rents from the property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this Deed of Trust.

7.3 You may foreclose this Deed of Trust under applicable law either judicially by suit or nonjudicially under the Deed of Trust Act of Washington, RCW 61.24, as now or hereafter enacted.

7.2 Subject to any limitations imposed by applicable law, either before or after a sale of the property under a judicial foreclosure, or before and recover from Borrower all amounts remaining under the Credit Agreement, under the Note, and under this Deed of Trust.



Fargo, ND 58108-2687

P.O. Box 2687

U.S. Bank

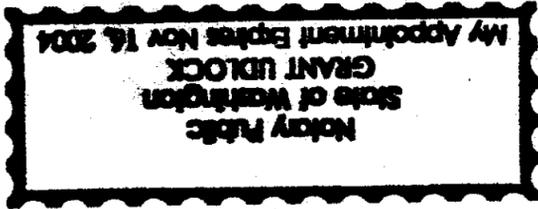
This instrument was Drafted by:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

The undersigned is the holder of the Note and/or Credit Agreement secured by this Deed of Trust. The entire obligation evidenced by the Note and/or Credit Agreement together with all other indebtedness secured by this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

TO TRUSTEE:

REQUEST FOR RECONVEYANCE



Notary Public in and for the State of Washington

Residing at: Mount Vernon, WA 98273

My commission expires: Nov 16, 2004

*Grant Udlock*

GIVEN under my hand and official seal this 16th day of MARCH 2001 (they, he, she) signed the same as (their, his, her) free and voluntary act and deed, for the purposes therein mentioned.

On this day personally appeared before me SCOTT A. CLEAVE and DEIRDRE CLEAVE to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

STATE OF WA }  
County of SKAGIT }  
SS.

INDIVIDUAL ACKNOWLEDGMENT

Grantor	Date

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding hazardous substances, including but not limited to my agreement to accept conveyance of the property from you and resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

12. NAMES OF PARTIES. In the deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

9. SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the Credit Agreement is cancelled and terminated as to any future loans, I understand that the Lender will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay the Trustee a reasonable fee for preparation and execution of the reconveyance instrument. If that fee does not include recording, I will record the reconveyance at my expense.

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.

11. WASHINGTON LAW APPLIES. This Deed of Trust will be governed by Washington law.

SCOTT A. CLEAVE

66400103011010003

**ATTACHMENT A**

**Property Description**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOTS 5, 6, 7, 10, 11 AND 12, BLOCK D SKAGIT CITY, AS

PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 111, RECORDS OF

SKAGIT COUNTY, WASHINGTON, TOGETHER WITH SUCH PORTION OF

VACATED ALLEY WHICH UPON VACATION REVERTED TO SAID PROPERTY

BY OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS,

OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY.

THIS PROPERTY LIES IN THE COUNTY OF SKAGIT, STATE OF

WASHINGTON.



U07087363-01

DEED OF TRUST

LOAN# 66400103011010003

US Recordings

PAGE 1



200104110085

Skagit County Auditor

4 of 4

4/11/2001 Page 9:29:26AM