



200212120071
Skagit County Auditor

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After Recording Return To:



Fitts Escrow Co.

879 Rainier Avenue North, A-104
P.O. Box 1480
Renton, Washington 98057-1480

DEED OF TRUST

FIRST AMERICAN TITLE CO.

71609-2

THIS DEED OF TRUST,

hereinafter called "Security Instrument", is made this 16th day of October, 2000, by and between

THE GRANTOR:

CRISCUOLO, PETER W., who is an unmarried person as his sole and separate estate;

and whose address is 420 Pelly Avenue North, Renton, Washington 98055

THE GRANTEES - BENEFICIARIES:

MINETTI, LANCE D., and

MINETTI, WENDY H., who are husband and wife;

whose common address is P.O. Box 84358, Seattle, Washington 98128

FITS ESCROW COMPANY, a Washington Corporation, as TRUSTEE, whose address is 879 Rainier Avenue North, Suite A-104, Renton, Washington 98055; and

THE LEGAL DESCRIPTION:

The following described real property located in Skagit County, Washington, to wit:

Lot 18, **CASCADE RIVER PARK #1**; 8/54-59

Full Legal Description is contained on Page 3 as EXHIBIT 'A' of this Deed of Trust which is made a part hereof by reference thereto.

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER AND ADDRESS:

The Tax Account Number is 3871-000-018-0000; Property ID P63565.

The common address is Vacant Land 63771 West Cascade Drive, Marblemount, WA 98267

CONVEYANCE:

Grantor hereby irrevocably bargains, grants, sells and conveys to the TRUSTEE in Trust, with power of sale, right of entry and possession and for the benefit of the Beneficiaries, all of Grantor's right, title and interest in and to the following described real property, hereinafter called "Property", TOGETHER WITH all existing or subsequently erected on the property or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights) and all other rights, royalties and profits relating to the real property, including without limitation all minerals, oil gas, geothermal and similar matters, which is not used principally for agriculture or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging in any wise appertaining, and the rents, issues and profits thereof, located in King County, Washington, to wit:

OBLIGATION:

The Grantor owes the Beneficiaries the principal sum of **FIVE THOUSAND AND NO/100 (\$5,000.00) U.S. DOLLARS.** This Debt is evidenced by Grantor's Promissory Note dated the same date as the Security Instrument, which provides for monthly installments.

MATURITY:

The Full Debt, if not paid earlier, shall be due and payable on **DECEMBER 28, 2007.**

PURPOSE:

This Security Instrument is for the purpose of securing the performance of each agreement of the Grantor herein contained; the repayment of the debt evidence by the Note, with interest, in accordance with the terms of said promissory note, of even date, herewith payable to the Beneficiaries' order, made by the Grantor; and all extensions, modifications, re financings, renewals and any substitutions thereof, and also such further sums as may be advanced or loaned by the Beneficiaries to the Grantor, or any of his successors or assigns, together with interest thereon at such rate as shall be agreed upon.

GRANTOR'S COVENANT:

The Grantor is lawfully seised (Grantor's possession and right of title to land) of the estate hereby conveyed and has the right to grant and convey the property and that the property is unumbered, except for encumbrances of record. Grantor warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

DEFINITIONS:

"Grantor" means a person, an entity or its successors, who executes this Security Instrument for the performance of all the Grantor' obligations.

"Person" means any natural person or legal or governmental entity.

"Beneficiaries" means the holder of the Promissory Note or instrument evidencing the obligations secured by this Security Instrument, excluding persons holding the same as security for a different obligation.

"Affiliate of Beneficiaries" means any person or entity which controls, is controlled by or is under control with the Beneficiaries.

"Trustee" means the person designated as the Trustee in this Security Instrument, or as may be appointed under RCW 61.24.010(2).



"Borrower" means a person or a General Partner in a Partnership, including a Joint Venture that is liable for all or any part of the obligation secured hereby or an entity or its successors, who executes this Security Instrument for the performance of all the Grantor's obligations or obligations under a written agreement with the Beneficiaries.

"Guarantor" means a person, an entity or its successors, who is not a Borrower and who guarantees any of the obligations in any written agreement other than this Security Instrument.

"Commercial Loan" means a loan that is not primarily for personal, family or household purposes.

"Trustee's Sale" means a non judicial sale under this security instrument.

"Fair Value" means the value of the property encumbered by this security instrument that is sold pursuant to a Trustee's Sale. The Value is determined by the court or other appropriate adjudicator.

"Record and Re record" means the appropriate registration and includes the appropriate registration proceedings in the instance of Registered Land.

To protect the security of this Deed of Trust, the Grantor and Beneficiaries covenant and agree:

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Grantor shall promptly pay when due the principal of and interest of the debt evidenced by the Note and any prepayment and Late Charges due under the Note.
2. **APPLICATION OF PAYMENTS:** Unless applicable law provides otherwise, all payments received by the Beneficiaries, its successors, assigns or legal representatives shall be applied: **FIRST**, to any prepayment charges due under the Note; **SECOND**, to amounts payable for taxes and insurance, if such are required by this Security Instrument; **THIRD**, to interest due; **FOURTH**, to principal due; and **FIFTH**, to any Late Charges due under the Note.
3. **CHARGES AND LIENS:** Grantor shall pay before delinquent, all lawful taxes, assessments, charges, fines and levies attributable to the property which may attain priority over the Security Instrument, and Leasehold payments or ground rents, if any, upon the property. The Grantor shall pay these obligations on time and directly to the person owed the payment. The Grantor shall promptly furnish to the Beneficiaries all notices and receipts of amounts to be paid. Grantor shall keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Security Agreement. If the Beneficiaries determines, that any part of the Property is subject to a lien which may attain priority over this Security Agreement, The Beneficiaries may give a Notice to the Grantor identifying the lien. Grantor shall satisfy the lien or take appropriate action within Ten (10) days of the giving of the Notice.
4. **HAZARD or PROPERTY INSURANCE:** Grantor shall keep all buildings and improvements now existing or hereafter erected on the property continuously insured against loss by fire or other hazards, including earthquake, floods or flooding, for which the Beneficiaries requires insurance. This insurance shall be maintained in amounts and for the periods for which the Beneficiaries requires. If the Grantor fails to maintain coverage as required by the Beneficiaries, who shall not be unreasonable with its requirements, the Beneficiaries may at its option, obtain coverage to protect the Beneficiaries' Rights in the Property. The amount paid shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon Notice from the Beneficiaries to the Grantor requesting payment. If the Beneficiaries requires, the Grantor shall promptly give to the Beneficiaries all receipts of paid premiums and renewal notices. All policies shall be held by the Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as its interest may appear, and then to the Grantor. The amount collected under any insurance, unless Beneficiaries and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repairs of the property damaged, if the restoration or repair is economically feasible and Beneficiaries' security is not lessened. If the restoration or repair is not economically feasible or Beneficiaries' security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Agreement, whether or not then due, with any excess paid to the Grantor. If the



Grantor abandons the property, or does not answer within Thirty (30) days a Notice from the Beneficiaries, that the insurance carrier has offered to settle a claim, the Beneficiaries may collect the insurance proceeds. The Beneficiaries may use the proceeds to repair or restore the property or to pay sums secured by this Security Instrument, whether or not due. The Thirty (30) day period will begin when the Notice is given. Unless Beneficiaries and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments as required under this Security Instrument and the Promissory Note secured hereby, or change the amount of payments. If the Beneficiaries acquires the property, the Grantor's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to the Beneficiaries to the extent of the sums secured by this Security Agreement immediately prior to the acquisition.

- 5. PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY:** Grantor shall keep the property in good condition and repair; shall not commit or permit waste or destroy or damage or substantially change the property or allow the property to deteriorate, reasonable wear and tear excepted; 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. Grantor shall be in default, if any forfeiture action proceeding, whether civil or criminal, is begun, that in the Beneficiaries' good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Agreement or Beneficiaries' security interest. Grantor may cure such default and reinstate by causing the action or proceeding to be dismissed with a ruling that, in Beneficiaries' good faith determination, precludes forfeiture of the Grantor's interest in the Property or other material impairment of the lien created by this Security Instrument or Beneficiaries' security interest. Beneficiaries may inspect the Property, if the Property is vacant or abandon or the loan is in default. The Beneficiaries may take reasonable action to protect and preserve such vacant or abandoned property.
- 6. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY:** If the Grantor fails to perform any covenants and agreements contained in this Security Instrument or fails to defend any action or proceeding purporting to affect the security of the Beneficiaries or the rights or powers of the Beneficiaries or Trustee, (such as proceedings in Bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Beneficiaries may do or pay for whatever is necessary to protect the value of the Property and Beneficiaries' rights in the Property. Beneficiaries' actions may include paying any sums secured by a lien which has priority over the Security Instrument, appearing in Court, paying 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 the Beneficiaries to foreclose this Security Instrument, and entering upon the Property to make repairs. Any amounts disbursed by the Beneficiaries shall become additional debt of the Grantor secured by this Security Instrument. Unless Grantor and Beneficiaries agrees 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 the Beneficiaries to the Grantor requesting payment.
- 7. HAZARDOUS SUBSTANCES:** The Grantor shall not cause, suffered to be caused or permitted, the presence, use, disposal, storage or lease of any Hazardous Waste or Hazardous Substances on or in the property herein secured or shall the Grantor do or allow anyone else to do anything affecting the premises that is in violation of any Environmental Law, excepting such small quantities of Hazardous Substances that are generally recognized to be appropriate to NORMAL residential uses and for maintenance of the premises. Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law. Environmental Law means Federal Laws (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 (SARA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., and other applicable laws of the governmental jurisdiction where the premises is located that relate to health, safety or environmental protection of the Public welfare. Grantor shall promptly give the Beneficiaries written Notice of any investigation, claim, demand, lawsuit or other action or actions by any Governmental or Regulatory Agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Grantor has actual knowledge. If the Grantor learn, or is notified by any Governmental or regulatory authority, that any removal or other redemption of any Hazardous Substance affecting the Property is necessary, the Grantor shall promptly take all necessary remedial action or actions in accordance with Environmental Law.



IT IS MUTUALLY AGREED THAT:

1. **EMINENT DOMAIN:** 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 the Beneficiaries to be applied to said obligation.
2. **RECONVEYANCE:** Upon payment in full of all sums secured by this Security Agreement, the Beneficiaries shall surrender this Security Instrument and all Original Notes evidencing the debt secured, hereby, to the Trustee. The Beneficiaries shall request the Trustee, in writing, to reconvey all of the property covered by this Security Instrument. The Trustee shall reconvey the property without warranty to the person or persons legally entitled hereto. Such person or persons shall pay all costs of recording together with reasonable reconveyance fee charged by the Trustee.
3. **SUBSTITUTE TRUSTEE:** In the event of the death, incapacity, disability or resignation of Trustee, Beneficiaries may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the County in which this Security Instrument 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 Security Instrument or of any action or proceeding in which Grantor, Trustee or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.
4. **ACCELERATION REMEDIES:** 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 Beneficiaries. In such event and upon written request of Beneficiaries, Trustee shall sell the trust property, in accordance with the Security Instrument 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 Security Instrument; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. **TRUSTEE POWER OF SALE:** The power of sale conferred by this Security Instrument and by the Security Instrument Act of the State of Washington is not an exclusive remedy; Beneficiaries may cause this Security Instrument to be foreclosed as a mortgage. 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 Security Instrument, 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 requirements of law and of this Security Instrument, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. **SUCCESSORS AND ASSIGNS BOUND:** Joint and Several; Co-signers: The Covenants and Agreements of this Security Agreement applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, personal representatives and assigns. The Grantor's covenants and Agreements shall be joint and several. Any Grantor 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 the Grantor'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 Agreement; and (c) agrees that the Beneficiaries and any other Grantor may agree to extend, modify, forbear or make accommodations with regard to the terms of this Security Agreement or the Note without the Grantor's consent. The term Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiaries herein.
7. **ASSIGNMENT OF RENTS AND ISSUES:** As additional security, the Grantor hereby gives to and confers upon Beneficiaries the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto the Grantor the right, prior to any default by the Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default. The Beneficiaries will be required to give the tenant either a Court



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Order authorizing payment of rent to the Beneficiaries or a written consent of the Grantor as the tenant's landlord to collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Beneficiaries may determine. The Tenant has a defense to an eviction based on nonpayment of rent that the tenant paid the rent due to the Beneficiaries pursuant to such court order or Landlord's written consent. The collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE GRANTOR: It is mutually agreed and understood between the Grantor and Beneficiaries that the Note secured by this Security Instrument shall be personal and exclusive to the Grantor and the Grantor promises not to sell, convey or transfer any interest, whatsoever, in said premises or any part thereof, without the prior written consent of the Beneficiaries or its successors, assigns or legal representatives. Should the Grantor disregard this agreement and mutual promises, and the Property or any interest herein is sold or transferred, without the Beneficiaries' prior written consent, the Beneficiaries, its successors, assigns and legal representatives, at its option, may require immediate payment in full of all sums required under the Note as secured by this Security Instrument.

9. SALE OF NOTE; CHANGE OF SERVICING AGENT: 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 the Grantor. A Sale may result in a change in the entity, hereinafter called and known as the "Servicing Agent", that collects monthly installments due under the Note and this Security Agreement. There also may be one or more changes of the Servicing Agent unrelated to a sale of the Note. If there is a change of the Servicing Agent, the Grantor will be given a written Notice of the change in accordance applicable law. The Notice will state the Name and Address of the new Servicing Agent and the address to which payments should be made. The Notice will also contain any other information required by applicable law.

10. NOTICES: Any Notice to the Grantor provided for in this Security Instrument shall be given by delivering it by mailing it by First (1st) class mail unless applicable law requires use of another method. The Notice shall be delivered to the Property address or any other address Grantor may designate by Notice to the Beneficiaries. Any Notice to the Beneficiaries shall be given by First Class Mail to the Beneficiaries' address stated herein or any other address Beneficiaries designates by Notice to the Grantor. Any Notice provided for in this Security Instrument shall be deemed to have been give to Grantor or Beneficiaries when give as provided herein.

11. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER: By accepting payment of any sum secured hereby after its due date, beneficiaries do not waive their rights to require prompt payment when due of all other sums so secured or to declare default for failure to so pay. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument as may be granted by the Beneficiaries to the Grantor or any successor in interest of the Grantor, shall not operate to release the liability of the original Grantor or Grantor' successor in interest. The Beneficiaries shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the Original Grantor or Grantor' successor in interest. Any forbearance by the Beneficiaries in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

12. GRANTOR TO PAY FEES: Should the Beneficiaries institute any suit or action to enforce the terms of this Security Instrument, the Beneficiaries shall be entitled to recover such sums as the Court may adjudge reasonable as attorneys fees at trial or on appeal. The Grantor shall pay all reasonable expenses incurred by the Beneficiaries which in the Beneficiaries' opinion are necessary at any time for the protection of the Beneficiaries' interest or enforcement of the Beneficiaries' rights, to the extent permitted by applicable law, shall become part of the indebtedness, payable on demand, and shall bear interest at the Note rate from the date of expenditure until repaid.

13. NUMBER and GENDER: Whenever used, where appropriate, the Masculine Gender includes the Feminine and the Neuter. The singular number, whenever used, includes the plural.



Dated: November 22, , 2002.


Peter W. Criscuolo

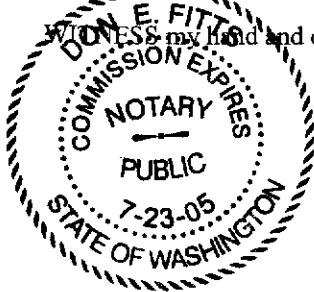
ACCEPTED AND APPROVED:

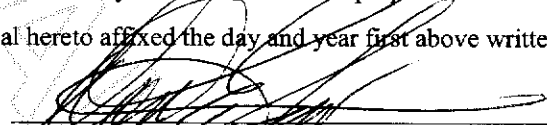

Lance D. Minetti


Wendy H. Minetti

STATE OF WASHINGTON)
County of King) ss

I certify that on this 22nd day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter W. Criscuolo to me known to be the person described in and who executed the foregoing Security Instrument, and acknowledged to me that he signed this instrument as his free and voluntary act for the uses and purposes therein mentioned.




Don E. Fitts Notary Public in and for the State of Washington,
residing at Kent
My appointment expires on 07-23-05

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 Security Instrument. Said note, together with all other indebtedness secured by said Security Instrument, 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 Security Instrument, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Security Instrument delivered to you herewith, together with the said Security Instrument, and to reconvey, without warranty, to the parties designated by the terms of said Security Instrument, all the estate now held by you thereunder.

Dated _____, 19____



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EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 18, **CASCADE RIVER PARK NO 1**, according to the plat thereof recorded in Volume 8 of Plats at pages 54 through 59, inclusive, records of Skagit County, Washington.



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