



**First American Title
Insurance Company**

Filed for Record at Request of

Name MARTIN LIND

Address 127 E. Fairhaven

City and State Burlington WA 98233

THIS SPACE PROVIDED FOR RECORDER'S USE:

RECORDING
SHAGIT

'91 AUG 30 P 3:25

RECORDED
REQUEST OF ABC

9108300093

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 30 day of July, 19 91, between
A. W DYNES and CHARLES G. DYNES d/b/a Riverview Farms, GRANTOR,

whose address is _____,

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation _____

TRUSTEE, whose address is _____, and _____

JAMES H. DYNES and PEGGY H. DYNES, husband and wife, BENEFICIARY,

whose address is _____,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following

described real property in SKAGIT County, Washington:

See Attached Exhibit "A"

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 FIFTY SIX THOUSAND TWO HUNDRED SEVENTY Dollars (\$ 356,270.00) 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; (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 any 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.

A.W. DYNES

CHARLES G. DYNES

STATE OF WASHINGTON

COUNTY OF Skagit

ss.

On this day personally appeared before me

A.W. DYNES

CHARLES G. DYNES

to me known to be the individual(s) 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 30 day of July, 19 91.

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

Mount Vernon

STATE OF WASHINGTON

COUNTY OF _____

ss.

On this _____ day of _____, 19_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____
to me known to be the _____ President and _____ Secretary, respectively of _____
the corporation that executed the 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 _____
authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

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 _____, 19_____,

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

First American
Title Insurance
Company
TRUSTEE



DEED OF TRUST
WITH POWER OF SALE

VOL 1008 PAGE 123

9108300093

0905 1991

0500 0956

EXHIBIT "A"

PARCEL A

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, EXCEPT the North 20 feet thereof as conveyed to Skagit County for road purposes by deed dated May 15, 1913 and recorded February 3, 1914 under Auditor's File No. 100640, in Volume 96 of Deeds, page 92, records of Skagit County; that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, lying North of the North line of Old Highway 17A as conveyed to the State of Washington by deed dated July 5, 1938 and recorded September 6, 1938 under Auditor's File No. 305470, in Volume 175 of Deeds, page 303, records of Skagit County; the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, EXCEPT that portion lying within the boundaries of Old Highway 17A as conveyed to the State of Washington by deed dated July 5, 1938 and recorded September 6, 1938 under Auditor's File No. 305470, in Volume 175 of Deeds, page 303, records of Skagit County; the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, EXCEPT that portion, if any, lying within the as built and existing County road commonly known as Cabin Creek Road running along the East line thereof; all in Township 35 North, Range 6 East of the Willamette Meridian.

ALSO EXCEPT that portion, if any, lying with the boundaries of the County Road commonly known as Cockreham Island Road, AND EXCEPT that portion of said premises condemned by the State of Washington for State Highway by decree entered July 11, 1960 in Skagit County Superior Court Cause No. 25060.

Situate in Skagit County, Washington.

PARCEL B

That portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15, Township 35 North, Range 6 East of the Willamette Meridian, lying Northerly of the Great Northern Railway Company right of way, EXCEPT that portion lying within the boundaries of the as built and existing Cockreham Island County Road, AND EXCEPT that portion lying within the boundaries of Old Highway 17A as conveyed to the State of Washington by deed dated July 5, 1938 and recorded September 6, 1938 under Auditor's File No. 305470, in Volume 175 of Deeds, page 303, records of Skagit County, AND EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road commonly known as Cabin Creek Road, running along the East line of said subdivision.

Situate in Skagit County, Washington.

PARCEL C

That portion of Government Lot 4, Section 25, Township 35 North, Range 4 East of the Willamette Meridian, and of Government Lot 4, Section 36, Township 35 North, Range 4 East of the Willamette Meridian, lying South of the centerline of Hart's Slough (sometimes referred to as Batey's Slough), West of the West line of that portion thereof condemned by the State of Washington for Secondary State Highway 1-A by Skagit County Superior Court Cause No. 24376, and lying North of the following described line:

Situate in Skagit County, Washington.

PARCEL D

Beginning at a point on the West line of Government Lot 4, Section 36, Township 35 North, Range 4 East of the Willamette Meridian, that is South $0^{\circ}32'05''$ East a distance of 227.50 feet from the corner common to Sections 25, 26, 35 and 36, Township 35 North, Range 4 East of the Willamette Meridian; thence North $72^{\circ}51'30''$ East a distance of 776.03 feet to the Westerly right of way line of Secondary State Highway No. 1-A and the terminus of this line description, EXCEPT mineral rights as reserved by the State of Washington in deed dated May 27, 1914 and recorded October 14, 1914 under Auditor's File No. 104621, in Volume 97 of Deeds, page 593, records of Skagit County.

ALSO that portion of the $SE\frac{1}{4}SE\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East of the Willamette Meridian, lying South of Hart's Slough (sometimes referred to as Batey's Slough).

ALSO that portion of Government Lot 1, Section 35, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the North line of said Section 35, that is South $89^{\circ}47'31''$ West a distance of 1323 feet from the Northeast corner thereof; thence North $89^{\circ}47'31''$ East a distance of 1323 feet to said Northeast corner; thence South $0^{\circ}32'05''$ East along the East line of said Section a distance of 227.50 feet; thence South $72^{\circ}51'30''$ West a distance of 15.96 feet; thence South $83^{\circ}08'18''$ West a distance of 207.51 feet; thence North $82^{\circ}56'36''$ West a distance of 273.54 feet; thence South $83^{\circ}20'29''$ West a distance of 254.25 feet; thence South $78^{\circ}33'39''$ West a distance of 251.08 feet; thence South $83^{\circ}51'38''$ West a distance of 332 feet, more or less, to a point directly South of the point of beginning; thence North a distance of 333 feet, more or less, to the point of beginning.

TOGETHER WITH an access on that certain private road running through Lot 4, Section 36, Township 35 North, Range 4 East, of the Willamette Meridian; Lots 1, Section 35, Township 35 North, Range 4 East, of the Willamette Meridian, $SE\frac{1}{4}SE\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, of the Willamette Meridian, and Government Lots 3 and 4, Section 25, Township 35 North, Range 4 East, of the Willamette Meridian, to the extension of 3rd Street, Sedro Woolley, Skagit County, Washington.

Situate in Skagit County, Washington.

VOL 1008 PAGE 125

9108300093

-2-

0905 1991

0500 0958

PARCEL E

The West 60 feet of the East 100 feet of that portion of the Southeast 1/4 of the Southwest 1/4 lying Southerly of the Great Northern Railroad right of way, EXCEPT State and County Road rights of way, in Section 10, Township 35 North, Range 7 East W.M.

ALSO, the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 35 North, Range 7 East W.M., EXCEPT railroad and County road rights of way.

SUBJECT TO road easement to State Division of Forestry as found in instrument recorded March 30, 1935, in Volume 171 of Deeds, Page 460; electric transmission line easement of Pacific Northwest Traction Co., as contained in instrument recorded November 9, 1912, in Volume 90 of Deeds, page 467; and electrical transmission line easement held by said traction company by instrument recorded May 23, 1913, in Volume 92 of Deeds, page 117; records of Skagit County, Washington; all affecting that portion of the above-described premises in Section 10.

Situate in the County of Skagit, State of Washington.

PARCEL F

Tract "A" of Short Plat No. 68-74, approved December 31, 1974 and recorded January 2, 1975 under Auditor's File No. 811890, in Volume 1 of Short Plats, page 12, records of Skagit County, Washington; being a portion of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 35 North, Range 7 East W.M..

Situate in the County of Skagit, State of Washington.

VOL 1008 PAGE 126

9108300093

-3-

0905 1991

0500 0959