



Land Title Company
of Skagit County

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This Space Provided For Recorder's Use

RECORDED
REQUEST OF

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SKAGIT COUNTY AUDITOR

FILED FOR RECORD AT REQUEST OF:
Land Title Company of Skagit County

AFTER RECORDING MAIL TO: **9501050002**

Name Mark Norgard
Address 2073 Glenn Rd.
City, State Zip Mount Vernon, WA 98273

Escrow Number: T-75732-E LAND TITLE COMPANY OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 3rd day of January, 1995, between
BART SMITH and DEBI SMITH, husband and wife

whose address is 2055 Knapp Road, Mount Vernon, WA 98273
Land Title Company of Skagit County

whose address is 601 S. 2nd Street/P.O. Box 1225, Mount Vernon, WA 98273
MARK NORGARD and JEAN NORGARD, husband and wife

whose address is 310 N. Grandview, Camano Island, WA 98292
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

TOGETHER WITH that certain 1977 Camelot mobile home, 60x24, Vin No. 6239, which shall not be severed or removed therefrom.

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 TWO HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 268,000.00)

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 attorneys 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 herein above 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 encumbrances 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, insures 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.



 Bart Smith



 Debi Smith

STATE OF WASHINGTON }
 County of SKAGIT } SS:

I certify that I know or have satisfactory evidence that BART SMITH and DEBI SMITH

 are the person s who appeared before me, and said person s acknowledged that they
 signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes
 mentioned in this instrument.

Dated: JANUARY 3, 1995



 Candace M. Taylor
 Notary Public in and for the State of WASHINGTON
 Residing at MOUNT VERNON
 My appointment expires: JANUARY 1, 1997

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____.

Exhibit A

PARCEL "A":

That portion of the South 1/2 of the South 1/2 of Section 14, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section;
thence East along the North line of said subdivision, 80 feet;
thence at right angles South, 569.10 feet;
thence at right angles West 243.10 feet, more or less, to a point in an existing fence line along the Easterly right of way line of County road;
thence Northerly along said Easterly right of way line to the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4;
thence East along the said North line to the Northeast corner of said South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4;
thence North along the West line of the Southwest 1/4 of the Southeast 1/4 to the point of beginning, EXCEPT mineral rights as reserved by Deeds recorded March 2, 1920 and August 22, 1905, in Volume 116 of Deeds, page 309, and in Volume 59 of Deeds, page 183, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The West 230 feet of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the West 230 feet of that portion of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., lying North and East of the 40 foot road, extending into the brickyard property, as said road existed November 12, 1913, the center of said road intersecting the West line of said lands, 169 feet North of the Southwest corner of said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and extending across said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 to a point on the South line thereof, 410 feet East of the Southwest corner of said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4;

ALSO, that portion of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 14, lying Easterly of the County road.

EXCEPT from all the above premises, that portion thereof lying within the boundaries of the following described tract:

Beginning at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section;
thence East along the North line of said subdivision 80 feet;
thence at right angles South 569.10 feet;
thence at right angles West 243.10 feet to a point in an existing fence line along the Easterly right of way line of the County road;
thence Northerly along right of way of the County road to the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4;
thence East along the said North line to the Northeast corner of said South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4;
thence North along the West line of the Southwest 1/4 of the Southeast 1/4 to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 34 North, Range 4 East, W.M., lying Easterly of the County road and North of Nookachamps Creek.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

That portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., lying North and East of Nookachamps Creek.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

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That portion of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., lying Northeasterly of the Northern Pacific Railway right of way, lying Westerly and Southwesterly of the old established boundary County road running Northerly towards Clear Lake as conveyed to Skagit County by deed recorded May 6, 1907 in Volume 70 of Deeds, page 465, and Southeasterly of that certain tract of land conveyed to Hendrick C. Weynands and Judy Weynands, husband and wife, by deed recorded November 9, 1966, under Auditor's File No. 690688.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 14, Township 34 North, Range 4 East, W.M., lying North and East of the 40 foot road, extending into the brickyard property, as said road existed November 12, 1913, the center of said road intersecting the West line of said lands 169 feet North of the Southwest corner of said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and extending across said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 to a point on the South line thereof, 410 feet East of the Southwest corner of said Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, EXCEPT therefrom the West 230 feet.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

The Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., EXCEPT the West 230 feet.

Situate in the County of Skagit, State of Washington.

PARCEL "H":

That portion of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 34 North, Range 4 East, W.M., lying Northeasterly of the County road, EXCEPT that portion lying within a "Rocky Mound", as referred to in deed from Day Lumber Co. to F. H. Young recorded October 10, 1922, in Volume 127 of Deeds, page 569, records of Skagit County.

Situate in the County of Skagit, State of Washington.

ALSO that portion of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide Arlington Junction to Clear Lake, Washington Branch Line right of way, now discontinued, being 50.0 feet wide on each side of said Railroad Company's Main Track centerline as originally located and constructed upon, and across part of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., Skagit County, Washington; bounded on the Southerly side by the North line of that certain 60.0 foot wide County Road Easement granted to Skagit County by Burlington Northern, Inc., on September 6, 1977, recorded on September 28, 1977 at Volume 286, page 162, records of Skagit County, the centerline of said road being 250.0 feet Northwesterly of the South; and bounded on the Northerly side by a line drawn parallel with the North line of said South 1/2 of the Southeast 1/4 of the Southwest 1/4 and distant 379.0 feet Northerly of said North line of said county road easement as measured along said Main track centerline.