43/13/

SKAGIT O JE TEUDITOR

AFTER RECORDING RETURN TO:
Washington Federal Savings
Mount Vernon Office
PO Box 639
Mount Vernon WA 98273

Attention: Deanne Ramsey

797 NOV 24 A11:45

REQUEST OF____

9711240069

FIRST AMERICAN TITLE CO.

Loan Number 013 209 201887-7

53063

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made	November 20th, 1997 between
LANDED GENTRY DEVELOPMENT, INC, A WASHI	NGTON CORPORATION
	as Grantor ("Borrower"), whose
address is 504 E FAIRHAVEN AVE, BURLINGTON V	WA 98233 ; and
FIRST AMERICAN TITLE COMPANY OF SKAGIT (COUNTY as
trustee whose address is PO BOX 1667, MOUNT VERNO)N, WA 98273 ,
and WASHINGTON FEDERAL SAVINGS, a United Sta Grantee), whose address is 425 Pike Street, Seattle, Wash	tes Corporation, as Beneficiary ("Lender"/
Borrower hereby irrevocably grants, bargains, sells and co according to Washington law, all Borrower's estate, right, or hereafter acquired, in and to the following describ	title, interest, claim and demand, now owned ed property in Skagit
County, Washington (the "Property", which term shall improvements thereon and all the property described in P hereinafter referred to):	include all or any part of the Property, any
SECTION 20, TOWNSHIP 34, RANGE 4; PTN SE - NE	

SEE THE 5TH PAGE OF THIS DOCUMENT FOR THE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN.

Assessor's Property Tax Parcel Account Number(s): 34042000980005

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits.

This Security Instrument shall constitute a security agreement under the Uniform Commercial Code of Washington between Borrower as debtor and Lender as secured party. Borrower grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Borrower (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral").

Borrower's Initials

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BK 1 735 PG U 499

THIS SECURITY INSTRUMENT IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of

THREE HUNDRED FORTY THOUSAND EIGHT HUNDRED AND NO/100S

DOLLARS

), with interest thereon according to the terms of a promissory note of even date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

- b) Payment of any further sums advanced or loaned by Lender to Borrower, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;
- c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE LOAN DOCUMENTS, INCLUDING THE NOTE, IS November 20th, 1999

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Borrower hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the dates below shown, in the Official Records of the offices of the County Auditors or County Recorders of the following counties in the State of Washington according to the enumerated recordation designations appearing below after the name of each county, to wit:

	DRAWER, REEL,	FRAME OR	RECORDING OR	DATE OF
COUNTY	BOOK OR VOLUME	PAGE NO(S)	AUDITOR'S FILE NO	RECORDING
ADAMS	229	260-271	239483	October 12, 1995
ASOTIN			217406	October 11, 1995
BENTON	636	65-76	95-23049	October 12, 1995
CHELAN	1052	1633-1644	9510120008	October 11, 1995
CLALLAM	1111	694-70 <i>5</i>	729425	October 11, 1995
CLARK	. . •		9510110089	October 11, 1995
COLUMBIA	3 D	712-723	8601	October 11, 1995
COWLITZ	1213	0637-0648	951012074	
DOUGLAS	M444	09-20	307858	October 12, 1995 October 12, 1995
FERRY	[M.F. of O.R.]		232892	October 11, 1995
FRANKLIN	0377	0564-0575	524669	
GARFIELD			3317	October 11, 1995
GRANT	068	1954-1965	951012004	October 11, 1995
GRAYS HARBOR	95	33136-33147	951012026	October 11, 1995
ISLAND	696	1410-1421	95016396	October 11, 1995
JEFFERSON	537	328-339	385505	October 11, 1995
KING			9510100421	October 11, 1995
KITSAP	0879	2392-2403	9510130066	October 10, 1995
KITTITAS	370	717	586108	October 13, 1995
KLICKITAT	327	218	249676	October 11, 1995
LEWIS	672	350-361	9514582	October 11, 1995
LINCOLN	65	003034-003045	400875	October 11, 1995
MASON	688	144-155	615408	October 11, 1995
OKANOGAN	137	1089-1100	833848	October 11, 1995
PACIFIC	9510 -	559-570	62332	October 11, 1995
PEND ORIELLE	. 121	1099-1110	230779	October 11, 1995
PIERCE	1163	2511-2522	9510110478	October 12, 1995
SAN JUAN	525	230-241	95101201	October 11, 1995
SKAGIT	1483	0372-0383	9510110046	October 12, 1995
SKAMANIA	152	860-871	123494	October 11, 1995
SNOHOMISH	3081	1623-1634	9510110189	October 11, 1995
SPOKANE	1781	1737-1748	9510110230	October 11, 1995
STEVENS	193	2376-2387	9510157	October 11, 1995
THURSTON	2464	702-713	9510110097	October 11, 1995
WAHKIAKUM	104	0579-0590		October 11, 1995
WALLA WALLA	234	1593-1604	45447 9509780	October 12, 1995
WHATCOM	465	1133-1144	9509789	October 11, 1995
WHITMAN		- 100 1 1 77	951011197 Microfilm No. 580488	October 11, 1995
YAKIMA	1494	1819-1830		October 11, 1995
•	- · - ·	1017-1050	3110734	October 11, 1995

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A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Washington law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument. Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted. X The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted. The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust. X The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust. A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust. See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference. WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written. LANDED GENTRY DEVELOPMENT, INC

(Over for notary acknowledgements)

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L020-T (WA) 01/07/97

STATE OF)	
) ss.	-
COUNTY OF) Las have entisfectame	· · · · · · · · · · · · · · · · · · ·
T CEI ATY LIAIT E KINA	or have satisfactory	evidence that
		ame(s) of person(s)]
is/are the person(s) wh	o appeared before me	and said person(s) acknowledged that (he/she/they) signed
mentioned in the instru	nowledged it to be (h	is/her/their) free and voluntary act for the uses and purposes
memore in the fisher	mear.	•
Dated:		
<i>(</i> a •		(Signature)
(Seal or	r Stamp)	Notary Public in and for the State of
		residing at
		My commission expires
STATE OF WASH	HINGTON ()	
COUNTY OF) ss.	
COUNTY OF SKAC	GIT	Avidance that
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		ame(s) of person(s)]
		e, and said person(s) acknowledged that (he/she/they) signed
acknowledged it as the	.u stated that (ne/she	e/they) was/were authorized to execute the instrument and
	PRESIDENT	
		Authority, e.g., Officer, Trustee)
of LANDED GENTRY	_	INC. A WASHINGTON CORPORATION
to be the free and volum		Party on Behalf of Whom the Instrument was Executed) for the uses and purposes mentioned in the instrument.
-		Tot die abes and parposes menaginer in the instrument.
Dated: //- 20	7-97	Meanine Col Klimbly
(C - 1		(Signature)
(Seal or	Stamp)	Notary Public in and for the State of Washington
		residing at Heavy Wastley
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S PUBLIC		
PUBLIC 8-15-200	1/6/	
0F WAS	SHIP	

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97324 1200 1059 LO20-T (WA)

EXHIBIT "A" FOR DEED OF TRUST Dated November 20th, 1997
LANDED GENTRY DEVELOPMENT, INC 013 209 201887-7

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the East 1/2 of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point in the West line of that certain County Road known as LaVenture Road, said point lying 292 feet South of the North line of said Southeast 1/4 of the Northeast 1/4; thence South along said West line, 174 feet; thence West, 165 feet; thence North, 174 feet; thence East, 165 feet to the point of beginning; EXCEPT the East 10 feet thereof conveyed to the City of Mount Vermon for street purposes by Deed recorded April 30, 1991, under Auditor's File No. 9104300020, records of Skagit County, Washington;

EXCEPT the East 75 feet thereof;

TOGETHER WITH and subject to a non-exclusive reciprocal easement for ingress, egress and utilities, over, across and under the Northerly, Westerly, and Southerly 20 feet of Tract "X" as described below;

ALSO TOGETHER WITH a non-exclusive reciprocal easement for access, community courtyard and community building over and across the West 25 feet of the South 50 feet of the North 112 feet of the East 75 feet of Tract "X" as described below;

AND ALSO TOGETHER WITH and subject to a 10 foot wide setback for non-community facilities and buildings, said 10 feet being centered on the West line of the East 75 feet of Tract "X" as described below:

TRACT "X":

That portion of the East 1/2 of the Bast 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point in the West line of that certain County Road known as LaVenture Road, said point lying 292 feet South of the North line of said Southeast 1/4 of the Northeast 1/4; thence South along said West line, 174 feet; thence West, 165 feet; thence North, 174 feet; thence East, 165 feet to the point of beginning.

EXCEPT the East 10 feet thereof conveyed to the City of Mount Vernon for street purposes by Deed recorded April 30, 1991, under Auditor's File No. 9104300020, reords of Skagit County, Washington.

END OF EXHIBIT "A"

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