

AFTER RECORDING MAIL TO:

Name RAGNAR PETERSSON

Address 17624 15th Avenue S. E., #112

City, State, Zip Mill Creek, WA 98012

KATHY HILL  
SKAGIT COUNTY CLERK

97 NOV 24 P1:21

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

9711240077

Filed for Record at Request of

340210-0-001-0005

340211-0-003-0002

340210-0-008-0008

340210-1-003-0001

340211-0-004-0001

DEED OF TRUST

(For use in the state of Washington only)

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

THIS DEED OF TRUST, made this 14th day of NOVEMBER

19 97, between

MONA LISA ESTATES JOINT VENTURE, a Washington General Partnership  
whose address is

GRANTOR,

CHICAGO TITLE INSURANCE COMPANY

TRUSTEE,

whose address is 3030 HOYT AVENUE, EVERETT, WA 98201

RAGNAR PETERSSON

, and

whose address is 17624 15th Avenue S. E., No. 112, Bothell, WA 98012

BENEFICIARY,

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described  
real property in Skagit County, Washington:

LEGAL DESCRIPTION AS PER ATTACHED EXHIBIT "A"

Assessor's Property Tax Parcel/Account Number:

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  
TEN MILLION AND NO/100THS - - - - - Dollars (\$ 10,000,000.00) 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 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.

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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; and (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 an 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.

MONA LISA ESTATES JOINT VENTURE

by: P.R.P., INC., General Partner

by: Ragnar Pettersson  
Ragnar Pettersson, Pres.

BY: T.G. WEST, INC. Gen. Partner

by: Terry Martin  
Terry Martin, Pres.

STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ the person \_\_\_\_\_ who appeared before me, and said person \_\_\_\_\_ acknowledged that signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in this instrument.

NOTARY ACKNOWLEDGEMENT ATTACHED

Dated: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

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 \_\_\_\_\_

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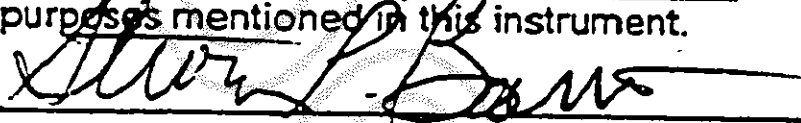
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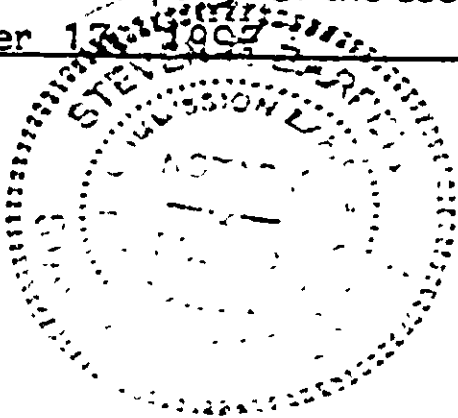
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STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } SS

I certify that I know or have satisfactory evidence that RAGNAR PETERSSON and  
TERRY MARTIN are xxx the person s who appeared before  
me, and said person s acknowledged that they signed this instrument, on oath stated that they are  
authorized to execute the instrument and acknowledge it as the President  
of P.R.P., INC. and T.G. WEST, INC. to be the  
free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 12, 1997

  
STEVEN P. BARRETT  
Notary Public in and for the State of Washington  
Residing at Edmonds  
My appointment expires: 9/15/99



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**EXHIBIT "A"**

**PARCEL A:**

The South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, and Government Lots 5, 6, and 7, Section 10, Township 34 North, Range 2 East of the Willamette Meridian;

EXCEPT Indian Reservation Road, Skagit County Road No. 204.

**PARCEL B:**

All that portion of the following described property, lying within Section 10, Township 34 North, Range 2 East of the Willamette Meridian;

Commencing at the Northwest corner of Section 10, Township 34 North, Range 2 East of the Willamette Meridian, the North line of Section 10 having a meridian reference of East;

thence from said Northwest corner South 04°17'52" West 2,022.10 feet to the true point of beginning;

thence South 27°05'05" East 995.0 feet;

thence South 82°20'00" East 70.0 feet;

thence South 00°28'20" West 772.78 feet;

thence North 27°05'05" West 1,640.0 feet;

thence North 13°16'33" West 214.77 feet;

thence South 89°45'05" East 280.00 feet to the true point of beginning;

TOGETHER WITH any Swinomish Tribal tidelands fronting upon, adjacent to and abutting the aforescribed parcel of real property and such tidelands, if any, included within the metes and bounds of the aforesaid description; and any and all Swinomish Tribal tidelands fronting upon; adjacent to and abutting Government Lots 5, 6, and 7, Section 10, Township 34 North, Range 2 East of the Willamette Meridian.

**PARCEL C:**

Government Lot 6, Section 11, Township 34 North, Range 2 East of the Willamette Meridian.

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A"

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Government Lots 1 and 2, Section 10, Township 34 North,  
Range 2 East, W.M., EXCEPT roads, and Government Lot 5,  
Section 11, Township 34 North, Range 2 East, W.M.,  
EXCEPT roads.

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