

11/3/14
AFTER RECORDING RETURN TO:
Washington Federal Savings
Mount Vernon Office
PO Box 639
Mount Vernon WA 98273
Attention: Deanne Ramsey

KATHY HILL
SKAGIT COUNTY

97 DEC 15 P3:32

RECORDED... FILED...
RECEIVED...

9712150116

Loan Number 013 207 200496-8

FIRST AMERICAN TITLE CO.
SHORT FORM DEED OF TRUST 52837-1

THIS DEED OF TRUST ("Security Instrument") is made November 17th, 1997 between
NOOKACHAMP HILLS L.L.C.

address is 160 CASCADE PL SUITE #211, BURLINGTON WA 98233 as Grantor ("Borrower"), whose
FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY; and
trustee, whose address is PO BOX 1667, MOUNT VERNON WA 98273 as
and WASHINGTON FEDERAL SAVINGS, a United States Corporation, as Beneficiary ("Lender"/
Grantee), whose address is 425 Pike Street, Seattle, Washington 98101

Borrower hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Washington law, all Borrower's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in Skagit County, Washington (the "Property", which term shall include all or any part of the Property, any improvements thereon and all the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to):

PORTION OF SECTIONS 25 AND 36, TOWNSHIP 34, RANGE 4 AND PORTION OF
SECTIONS 30 AND 31, TOWNSHIP 34, RANGE 5.

SEE THE 6TH & 7TH PAGES 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): 34053000100015, 34053100010106,
34053100010007, 34042540030105, 34042540040005, 34043610010001,
34043610020000, 34053000080209, 34043600010003, 34042530060202

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

DM
pus

11/17/97
RP

RL
RL

Borrower's Initials

RL
RL

(Page 1 of 4)

LO20-T (WA) 01/07/S7

9712150116

BK1744 PG0034

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

(a) Payment of the sum of ONE MILLION NINE HUNDRED EIGHTY FIVE THOUSAND AND NO/100S DOLLARS
(\$1,985,000.00), 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 17th, 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:

COUNTY	DRAWER, REEL, BOOK OR VOLUME	FRAME OR PAGE NO(S.)	RECORDING OR AUDITOR'S FILE NO	DATE OF 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	694-705	729425	October 11, 1995
CLARK			9510110089	October 11, 1995
COLUMBIA	3D	712-723	8601	October 11, 1995
COWLITZ	1213	0637-0648	951012074	October 12, 1995
DOUGLAS	M444	09-20	307858	October 12, 1995
FERRY	[M.F. of O.R.]		232892	October 11, 1995
FRANKLIN	0377	0564-0575	524669	October 11, 1995
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 10, 1995
KITSAP	0879	2392-2403	9510130066	October 13, 1995
KITTITAS	370	717	586108	October 11, 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 12, 1995
PIERCE	1163	2511-2522	9510110478	October 11, 1995
SAN JUAN	525	230-241	95101201	October 12, 1995
SKAGIT	1483	0372-0383	9510110046	October 11, 1995
SKAMANIA	152	860-871	123494	October 11, 1995
SNOHOMISH	3031	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
WAHIAKUM	104	0579-0590	45447	October 12, 1995
WALLA WALLA	234	1593-1604	9509789	October 11, 1995
WHATCOM	465	1133-1144	951011197	October 11, 1995
WHITMAN			Microfilm No. 580488	October 11, 1995
YAKIMA	1494	1819-1830	3110734	October 11, 1995

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BK 1744 PG 0035

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.
- ☒ 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.
- ☐ 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.

NOOKACHAMP HILLS LLC

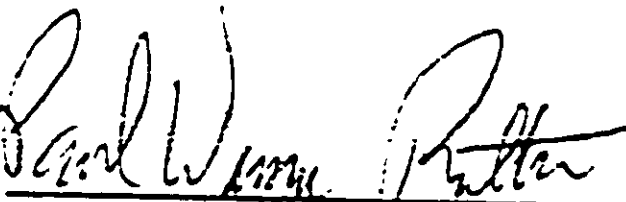

DAN R MITZEL, MITZEL & ASSOC. MANAGING MEMBER


PATRICIA R BURKLUND, MITZEL & ASSOC. MEMBER


ROSS H LARSON, MEMBER


RUTH ANN LARSON, MEMBER


VERN LARSON, MEMBER


PAUL W RUTTER, MEMBER


RUBY LARSON, MEMBER

(Over for notary acknowledgements)

STATE OF

)

) ss.

COUNTY OF

)

I certify that I know or have satisfactory evidence that

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)

(Signature)

Notary Public in and for the State of

residing at

My commission expires

STATE OF

WASHINGTON

)

) ss.

COUNTY OF

SKAGIT

)

I certify that I know or have satisfactory evidence that

DAN R MITZEL AND PATRICIA R BURKLUND, MITZEL AND ASSOCIATES

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

MANAGING MEMBER AND MEMBER

(Type of Authority, e.g., Officer, Trustee)

of NOOKACHAMP HILLS L.L.C.

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

11-20-97

(Seal or Stamp)

Pauline M. Martino

(Signature)

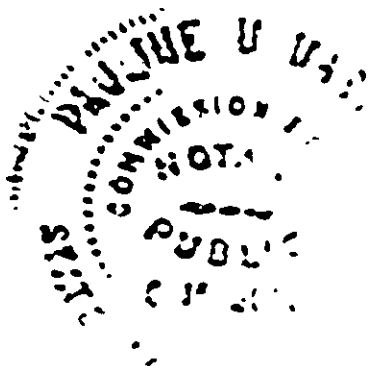
Notary Public in and for the State of Washington

residing at

Skagit County

My commission expires

June 15, 2007



9712150116

STATE OF WASHINGTON)

) ss.

COUNTY OF)

I certify that I know or have satisfactory evidence that

ROSS H LARSON AND RUTH ANN LARSON

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the MEMBERS

(Type of Authority, e.g., Officer, Trustee)

of NOOKACHAMP HILLS L.L.C.

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/26/97

(Seal or Stamp)

Kathy D. Williams

(Signature)

Notary Public in and for the State of Washington

residing at

My commission expires 10-10-00

STATE OF WASHINGTON)

) ss.

COUNTY OF)

I certify that I know or have satisfactory evidence that

VERN LARSON AND RUBY LARSON

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the MEMBERS

(Type of Authority, e.g., Officer, Trustee)

of NOOKACHAMP HILLS L.L.C.

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-26-97

(Seal or Stamp)

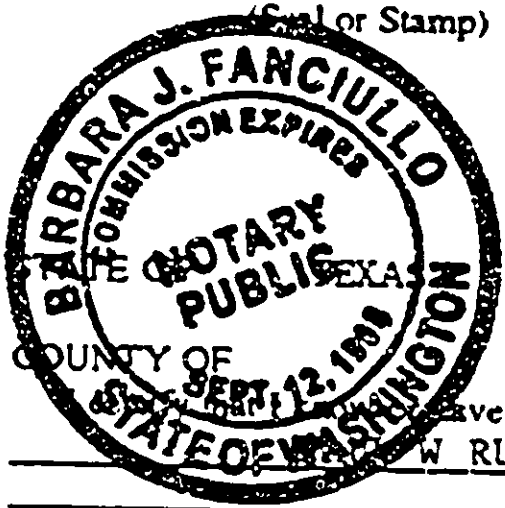
Barbara J. Fanciullo

(Signature)

Notary Public in and for the State of Washington

residing at

My commission expires



COUNTY OF)

)

) ss.

)

I have satisfactory evidence that

W RUTTER

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the MEMBER

(Type of Authority, e.g., Officer, Trustee)

of NOOKACHAMP HILLS L.L.C.

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-21-97

(Seal or Stamp)

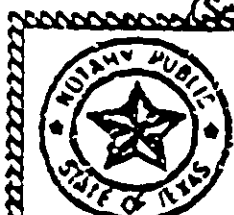
Ilzee Boultinghouse

(Signature)

Notary Public in and for the State of Texas

residing at Midland County

My commission expires 03-03-2001



ILZEE BOULTINGHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 03/03/2001

EXHIBIT "A" FOR DEED OF TRUST DATED November 17th, 1997
NOOKACHAMP HILLS L.L.C.

013 207 200496-8

Parcel "A":
Those portions of Sections 25 and 36, Township 34 North, Range 4 East, W.M., and those portions of Sections 30 and 31, Township 34 North, Range 5 East, W.M., situate in Skagit County, Washington, described as follows:

Commencing at the South 1/4 corner of said Section 25; thence North 89 degrees 23' 49" West along the South line of said Section 83.18 feet to the Northeasterly margin of State Highway SR 9, as shown on Sheet 2 of 3 sheets of Washington State Department of Transportation drawing titled "SR 9 - MP 47.22 to MP 47.78 - North Big Lake Vicinity", bearing an approval date of November 14, 1977; thence North 24 degrees 00' 41" West along said Highway margin 189.74 feet to the point of beginning; thence South 24 degrees 00' 41" East along said Highway margin, 620.58 feet to the North line of the South 935 feet of the Northwest 1/4 of the Northeast 1/4 of said Section 36; thence South 89 degrees 06' 52" East along said North line, 388.53 feet to the East line of the West 490 feet of the Northwest 1/4 of the Northeast 1/4 of said Section 36; thence South 2 degrees 01' 17" West along said East line 360.07 feet to the North line of the South 575 feet of the Northwest 1/4 of the Northeast 1/4 of said Section 36; thence South 89 degrees 56' 52" East along said North line 297.95 feet; thence South 0 degrees 53' 08" West, 575.00 feet to the South line of the North 1/2 of the Northeast 1/4 of said Section 36; thence South 89 degrees 06' 52" East along said South line 1819.40 feet to the Southwest corner of Government Lot 1 in said Section 31; thence South 89 degrees 40' 38" East along the South line of said Government Lot 1, a distance of 1316.76 feet to the Southeast corner of said Government Lot 1; thence North 1 degree 43' 22" East along the East line of said Government Lot 1, a distance of 1333.62 feet to the Southeast corner of Government Lot 4 in said Section 30; thence North 1 degree 49' 03" East along the East line of said Government Lot 4, and the East line of Government Lot 3 in said Section 30, a distance of 1944.05 feet to the Northeast corner of the South 1/2 of said Government Lot 3; thence South 89 degrees 53' 48" West along the North line of the said South 1/2 of said Government Lot 3, a distance of 807.95 feet; thence due South 614.99 feet; thence due West, 1152.74 feet; thence North 13 degrees 51' 13" East, 82.77 feet; thence South 60 degrees 25' 56" West, 2495.14 feet to the beginning of a curve to the right having a radius of 30.00 feet; thence Westerly along said curve through a central angle of 95 degrees 33' 23" an arc distance of 50.03 feet to the point of beginning.

EXCEPT those portions of Sections 30 and 31, Township 34 North, Range 5 East, W.M., situate in Skagit County, Washington, described as follows:

Beginning at the Southeast corner of Government Lot 1 of said Section 31; thence North 1 degree 43' 22" East along the East line of said Government Lot 1, a distance of 1333.62 feet to the Southeast corner of Government Lot 4 in said Section 30; thence North 1 degree 49' 03" East along the East line of said Government Lot 4, and the East line of Government Lot 3, in said Section 30, a distance of 1944.05 feet to the Northeast corner of the South 1/2 of said Government Lot 3; thence South 89 degrees 53' 48" West along the North line of the said South 1/2 of said Government Lot 3, a distance of 807.95 feet; thence due South 614.99 feet; thence due West, 483.82 feet; thence South 1 degree 49' 03" West, 1320.12 feet; thence South 32 degrees 47' 11" East, 1591.66 feet to the intersection with the South line of Government Lot 1 of said Section 31; thence South 89 degrees 40' 38" East along said South line, 370.00 feet to the point of beginning.

AND ALSO EXCEPT that portion thereof lying within the boundaries of the following described tract:

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said subdivision; thence North 89 degrees 06' 52" West along the Southern line thereof, 649.40 feet to the point of beginning; thence continuing North 89 degrees 06' 52" West, 200.00 feet; thence North 0 degrees 53' 08" East, 200.00 feet; thence South 89 degrees 06' 52" East, 200.00 feet; thence South 0 degrees 53' 08" West, 200.00 feet to the point of beginning.

Continued

EXHIBIT "A" CONTINUED
NOOKACHAMP HILLS L.L.C.

013 207 200496-8

Parcel "B":

Those portions of Sections 30 and 31, Township 34 North, Range 5 East W.M., situated in Skagit County, Washington, described as follows:

Beginning at the Southeast corner of Government Lot 1 of said Section 31; thence North 1 degree 43'22" East along the East line of said Government Lot 1, a distance of 1333.62 feet to the Southeast corner of Government Lot 4 in said Section 30; thence North 1 degree 49'03" East along the East line of said Government Lot 4 and the East line of Government Lot 3 in said Section 30, a distance of 1944.05 feet to the Northeast corner of the South 1/2 of said Government Lot 3; thence South 89 degrees 53'48" West along the North line of the said South 1/2 of said Government Lot 3 a distance of 807.95 feet; thence due South 614.99 feet; thence due West 483.82 feet; thence South 1 degree 49'03" West, 1320.12 feet; thence South 32 degrees 47'11" East 1591.66 feet to the intersection with the South line of Government Lot 1 of said Section 31; thence South 89 degrees 40'38" East along said South line 370.00 feet to the true point of beginning; EXCEPT that portion, if any, lying within that certain tract conveyed to Michael L. Schones, et ux, by Deed recorded February 9, 1983, under Auditor's File No. 8302090047.

END OF EXHIBIT "A"