

AFTER RECORDING RETURN TO:
MORTGAGE EXCHANGE INVESTMENTS, INC.
2221 RIVERSIDE DRIVE, SUITE B
MT. VERNON, WA 98273

KATHY HILL
SKAGIT COUNTY CLERK

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REQUEST

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KATHY HILL
SKAGIT COUNTY CLERK

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RECORDED FILED
REQUEST OF

John Binschus

DEED OF TRUST

~~RECORDED~~ TO CORRECT BENEFICIARY NAME

FIRST AMERICAN TITLE CO. M 6625
THIS DEED OF TRUST, made this 20th day of November, 1997, by and between **JOHN W. BINSCHUS**, a single person, Grantor, whose mailing address is 925 Dunlop Street, Sedro-Woolley, WA 98284; **FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY**, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; **ARTHUR O. BECK and BARBARA A. BECK, husband and wife**, Beneficiary, whose mailing address is c/o 110-110th Avenue N.E., Suite 440, Bellevue, WA 98004. **WITNESSETH:** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Section 17, Township 35, North Range 6 East, ptn. NE 1/4 NW 1/4 and
(more particularly described on Exhibit "A" attached hereto.)

Assessor's Property Tax Parcel/Account Number(s): 350617-2-009-0105 (P41325) and
350617-0-070-0200 (P103427).

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 **SIXTY-SIX THOUSAND DOLLARS (\$66,000.00)**, 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(s) covenant and agree:

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 improvements thereon which may be damaged or

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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 even 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, an 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 such 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 is 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, 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.


JOHN W. BINSCHUS

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SS.

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SUBSCRIBED AND SWORN TO before me by JOHN W. BINSCHUS on this 2nd day of November, 1997.

My commission expires: 6-21-99

900P94/571XB

EXHIBIT "A"

A portion of the northeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M. described as follows:

Commencing at the intersection of the southerly line of the Puget Sound and Baker River Railroad Company right of way and the west line of the Prevedal Road; thence south along said west line, a distance of 335 feet; thence West, a distance of 5 feet; thence North, a distance of 20 feet to the south line of State Route 20; thence N87°30'22"W along said south line, a distance of 290.00 feet to the point of beginning of this description; thence continuing N87°30'22"W, a distance of 358.40 feet to a point 700.00 feet west of the east line of the northeast quarter of the northwest quarter of said section; thence S02°03'18"W parallel with the east line of said northwest quarter, a distance of 276.15 feet to a point which is 700.00 feet west and 936.15 feet south of the northeast corner of the northwest quarter of said section; thence S87°30'22"E, a distance of 99.50 feet; thence S02°03'18"W, a distance of 117.85 feet; thence N87°30'22"W, a distance of 13.50 feet; thence S02°03'18"W, a distance of 156.00 feet to a point on the south line of that certain tract described in deed to F.M. and Mary L. Foster filed in AF#146372; thence S87°30'22"E along the south line of said Foster tract, a distance of 180.00 feet to an angle point on the westerly line of a that certain tract described in deed to First Baptist Church of Lyman filed in AF#9505120083; thence N02°03'18"E along the west line of said church tract, a distance of 156 feet; thence S87°30'22"E along the northerly line of said Church tract, a distance of 382.42 feet to the west line of Prevedal Road; thence N02°46'49"E along the west line of Prevedal Road, a distance of 60.00 feet; thence N58°11'20"W, a distance of 334.93 feet; thence N02°03'18"E, a distance of 170.00 feet to the point of beginning of this description.

Containing 198,826 square feet.

EXHIBIT "A"

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EXHIBIT "A"

A portion of the northeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M. described as follows:

Commencing at the intersection of the southerly line of the Puget Sound and Baker River Railroad Company right of way and the west line of the Prevedal Road; thence south along said west line, a distance of 335.00 feet to the point of beginning of this description; thence west, a distance of 5 feet; thence north, a distance of 20 feet to the south line of State Route 20; thence N87°30'22"W along said south line, a distance of 290.00; thence S02°03'18"W, a distance of 170.00 feet; thence S58°11'20"E, a distance of 334.93 feet to the west line of Prevedel Road; thence N02°46'49"E along said west line, a distance 313.99 feet to the point of beginning of this description.

Containing 73,878 square feet.

EXHIBIT "A"

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