

12
KATHY HILL
SKAGIT COUNTY AUDITOR

99 MAR -5 P3:55

9903050181

RECORDED _____ FILED _____
REQUEST OF _____

Return Address
DAVID BARRON and PAULINE M. BARRON
24033 MARTIN ROAD
SEDRO-WOOLLEY, WA 98284

Statutory Warranty Deed

ESCROW NO. 03-56831
FILED FOR RECORD AT REQUEST OF
FIRST AMERICAN TITLE COMPANY

ORIGINAL

FIRST AMERICAN TITLE CO.

B56831E-1

Grantor/borrower: JOHN W. BINSCHUS
Grantee/assignee/beneficiary: DAVID BARRON and PAULINE M. BARRON
Abbreviated Legal:
Section 17, Township 35, Range 6; Portions of the East 1/2 and Northwest
Additional legal(s) on page: _____
Assessor's Tax Parcel Number(s):
350617-2-009-0105

THE GRANTOR JOHN W. BINSCHUS, an unmarried man

for and in consideration of: TEN DOLLARS AND OTHER VALUABLE CONSIDERATION
in hand paid, conveys and warrants to DAVID BARRON and PAULINE M. BARRON,
husband and wife
the following described real estate, situated in the County of SKAGIT,
State of Washington:

Section 17, Township 35, Range 6; Portions of the East 1/2 and Northwest
1/4.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH: SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:
Paragraphs A through E inclusive, Schedule B-1 of First American Title
Company's Preliminary Commitment for Title Insurance No. 56831

Full 1999 Taxes
ALSO SUBJECT TO: That certain Deed of Trust dated August 24, 1994,
recorded September 14, 1994 under Auditor's File No. 9409140060, assigned
September 13, 1994, recorded September 14, 1994 under Auditors File No.
9409140093, further assigned for security purposes only June 1, 1995,
recorded June 1, 1995 under Auditors file No. 950610084.

Grantor herein reserves a non-exclusive easement for ingress, egress and
utilities over and across Parcel "B" and the South 30 feet of Parcel "A"
for the benefit of their property adjoining the East line of Parcel "A".

DATED : 11/12/11/11 3/5/99

John W. Binschus
JOHN W. BINSCHUS

STATE OF WASHINGTON
COUNTY OF *Skagit*

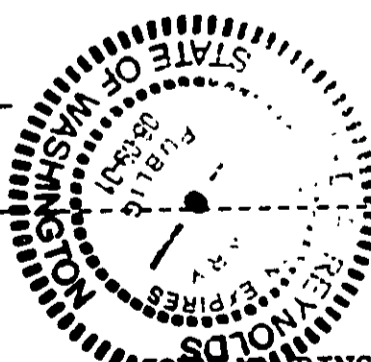
On this day personally appeared before me *John W. Binschus* BINSCHUS to me known to
be the individual described in and who executed the withing and foregoing
instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand official seal this *20* day of *November*, *1999*
3rd March 1999

9903050181

Notary Public in and for the State of
Washington residing at *mt Vernon*

BK1954PG0400



SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 5 1999

451.35
Amount Paid \$
Skagit County Treasurer
DAV Derrin



76 28.2

Exhibit "A"

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

PARCEL "A":

That portion of the East 1/2 of the Northwest 1/4 of Section 17, Township 35 North, Range 6 East of the W.M., described as follows:

Beginning at a point 1072 feet South and 700 feet West of the Northwest corner of the Northwest 1/4 of said section, said point being the Southeast corner of that certain 12 foot strip reserved by F. A. Ramey and Pauline Ramey in Deed filed under Auditor's File No. 430178, records of Skagit County, Washington; thence South a distance of 138.00 feet to the Southwest corner of that certain tract described in Deed to F. M. and Mary L. Foster, filed under Auditor's File No. 146372, records of Skagit County, Washington; thence East along the South line of said Foster Tract a distance of 86.00 feet; thence North parallel with the West line of said Foster Tract a distance of 156.00 feet; thence Southwesterly a distance of 87.73 feet to the point of beginning.

PARCEL "B":

A portion of the East 1/2 of the Northwest 1/4 of Section 17, Township 35 North, Range 6 East of the W.M., being a portion of Lot B of the Revised Sutton Short Plat #2-01-93 as recorded May 11, 1993 in Volume 10 of Short Plats, page 191, records of Skagit County, Washington as described as follows:

Beginning at the point which is 700 feet West and 1190 feet South the Northeast corner of said Northwest 1/4; thence North 87 degrees 27'04" West along the boundary of said Lot B a distance of 25.00 feet; thence South 48 degrees 58'47" East a distance of 6.43 feet; thence South 02 degrees 03'18" West a distance of 16.00 feet to an angle point on the Boundary of Lot B which is 720 feet West and 1210 feet South of the Northeast corner of said Northwest 1/4; thence North 87 degrees 27'04" West along the boundary of Lot B a distance of 20.00 feet; thence North 02 degrees 03'18" East along the boundary of Lot B a distance of 20.00 feet to the point of beginning.

9903050181

BK 1954 PG 0401

Parcel "C":

A non-exclusive easement for ingress, egress and utilities over and across a 20 foot wide strip of land in the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 35 North, Range 6 East, W.M., the South line of which strip of land is described as follows:

Begin at the intersection of the West line of the Max Prevedell Road with the Northeast corner of that certain tract of land conveyed to the First Baptist Church of Lyman by deed recorded May 12, 1995 as Auditor's File Number 9505120083; thence West along the North line of said church tract to the Northerlymost Northwest corner thereof; thence Southwesterly at a 45 degree angle to a point on a line parallel with and 10 feet South of the Westerly extension of the North line of said church tract; thence West on said parallel line to a point on the West line of the East 580 feet of said subdivision; thence Southwesterly on a 45 degree angle to the East line of Parcel "A" as described hereinabove, the terminus of this line description.

The easement shown as Parcel "C" hereinabove will automatically terminate when Parcel "B" described hereinabove has been released from that certain Deed of Trust recorded as Auditor's File No. 9409140060 and from the Security Assignment of said Deed of Trust recorded as Auditor's File Number 9506010084.

9903050181

BK 1954 PG 0402

KATHY HILL
SKAGIT COUNTY AUDITOR

99 MAR -5 P3:55

9903050182

RECORDED _____ FILED _____
REQUEST OF _____

Name: John W. Binschus
C/O SEAS

Address: 1033 Wicker Road / P.O. Box 1667

City and State: Sedro-Woolley, WA 98284 Mount Vernon, WA 98273
Attn: Theresa

FIRST AMERICAN TITLE CO.

Tax Account Number: 350617-2-009-0105 (R41325)

B 56831 - 2

Escrow #: 56831

Abbreviated legal: Section 17, Township 35, Range 6; Portions of the East ½ and Northwest ¼.

DEED OF TRUST

(For Use in the State of Washington Only)

ORIGINAL

THIS DEED OF TRUST, made this 3rd day of December, 1998, between David Barron and Pauline M. Barron, husband and wife, GRANTOR, whose address is 24003 Martin Road, Sedro-Woolley, WA 98284, First American Title Insurance Company, a California Corporation TRUSTEE, whose address is P.O. Box 1667, Mt. Vernon, WA 98273 and John W. Binschus, BENEFICIARY, whose address is 1033 Wicker Road, Sedro-Woolley, WA 98284, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

(FOR LEGAL DESCRIPTION, SEE EXHIBIT 'A', ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF).

~~Together with/ That certain 1982/Liberty Mobile Home VIN#14211509/~~

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 TWENTY-SIX THOUSAND AND NO/100THS Dollars (\$26,000.00) 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.

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Page 1 of 3

BK 1954 PG 0403

2826

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.

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; (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 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.


David Barron


Pauline M. Barron

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Page 2 of 3

9903050182

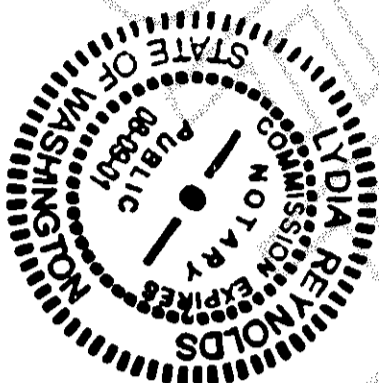
EX 1954 PG 0404

74 282

State of Washington }
 } ss.
County of Skagit }

On this day personally appeared before me David Barron and Pauline M. Barron, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of December, 1998.



Lydia Reynolds
Notary Public in and for the State of Washington,
residing at Mt. Vernon.

My appointment expires: August 9, 2001.

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 this _____ day of _____, 19____.

9903050182

BK1954 PG0405



Exhibit "A"

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

PARCEL "A":

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9903050182

BK1954PG0406

Parcel "C":

A non-exclusive easement for ingress, egress and utilities over and across a 20 foot wide strip of land in the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 35 North, Range 6 East, W.M., the South line of which strip of land is described as follows:

Begin at the intersection of the West line of the Max Prevedell Road with the Northeast corner of that certain tract of land conveyed to the First Baptist Church of Lyman by deed recorded May 12, 1995 as Auditor's File Number 9505120083; thence West along the North line of said church tract to the Northerlymost Northwest corner thereof; thence Southwesterly at a 45 degree angle to a point on a line parallel with and 10 feet South of the Westerly extension of the North line of said church tract; thence West on said parallel line to a point on the West line of the East 580 feet of said subdivision; thence Southwesterly on a 45 degree angle to the East line of Parcel "A" as described hereinabove, the terminus of this line description.

The easement shown as Parcel "C" hereinabove will automatically terminate when Parcel "B" described hereinabove has been released from that certain Deed of Trust recorded as Auditor's File No. 9409140060 and from the Security Assignment of said Deed of Trust recorded as Auditor's File Number 9506010084.

9903050182

BK 1954 PG 0407