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WHEN RECORDED RETURN TO

SK KATH HILL

Name: Martin Lind  
Attorney At Law  
Address: 127 E. Fairhaven  
Burlington, WA 98233  
City, State, Zip

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LAND TITLE COMPANY

APL

FILED FOR RECORD AT REQUEST OF

### Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this ..... day of ..... between  
ROGER A. TJEERDSMA and MARY J. TJEERDSMA, husband and wife; and  
LLOYD G. TJEERDSMA and JENNIFER TJEERDSMA, husband and wife  
whose address is 1224 Short Street, Burlington, WA 98233  
LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is P.O. Box  
1225, Mount Vernon, Washington, and RAY RENSINK

....., BENEFICIARY,  
whose address is 1387 Monroe Street, Burlington, WA 98233

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

TAX PARCEL NO. 350623-0-003-0607, P72268

Lots 2 and 4 of that certain 5 acre Parcel Map No. 514-80, entitled "Wild  
Bird Estates", being portion of Government Lot 3, Section 23, Township 35  
North, Range 6 East, W.M.

Portion of E 1/2 of Section 15, Township 35 North, Range 6 East, W.M. lying  
Southerly and Easterly of Skagit River and portion of Government Lot 1 of  
Section 22, Township 35 North, Range 6 EWM

See Attached Exhibit A for complete Legal

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  
FIFTY THOUSAND and no/100  
Dollars (\$50,000.00) 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 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.

*Roger Tjeerdsma*  
 ROGER W. TJEERDSMA  
*Mary J. Tjeerdsma*  
 MARY J. TJEERDSMA  
*Lloyd G. Tjeerdsma*  
 LLOYD G. TJEERDSMA  
*Jennifer Tjeerdsma*  
 JENNIFER TJEERDSMA

STATE OF WASHINGTON }  
 COUNTY OF SKAGIT }

STATE OF WASHINGTON }  
 COUNTY OF \_\_\_\_\_ }

On this day personally appeared before me  
 ROGER A. TJEERDSMA, MARY J. TJEERDSMA,  
 LLOYD G. TJEERDSMA & JENNIFER TJEERDSMA  
 to me known to be the individual described in and who  
 executed the within and foregoing instrument, and acknowl-  
 edged that they signed the same as their  
 free and voluntary act and deed, for the uses and purposes  
 therein mentioned.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a  
 Notary Public in and for the State of Washington, duly commissioned and  
 sworn, personally appeared \_\_\_\_\_ and  
 \_\_\_\_\_  
 to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,  
 respectively of \_\_\_\_\_ the corporation that  
 executed the foregoing instrument, and acknowledged the said instrument to  
 be the free and voluntary act and deed of said corporation, for the uses and  
 purposes therein mentioned, and on oath stated that \_\_\_\_\_  
 authorized to execute the said instrument and that the seal affixed is the  
 corporate seal of said corporation.

GIVEN under my hand and official seal this  
 27 day of April, 1999  
*Mary E. Sloan*  
 Notary Public in and for the State of Washington,  
 residing at Mount Vernon  
 My appointment expires 11-6-2002

Witness my hand and official seal hereto affixed the day and year first  
 above written.  
 \_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 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 \_\_\_\_\_

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EXHIBIT "A"

PARCEL "A":

Lots 2 and 4 of that certain 5 acre Parcel Map No. 514-80, entitled "Wild Bird Estates", recorded November 6, 1980, under Auditor's File No. 8011060001, in Volume 4 of Short Plats, page 197, records of Skagit County, Washington; being a portion of Government Lot 3 of Section 23, Township 35 North, Range 6 East, W.M.,

EXCEPT from said Tracts 2 and 4 that portion thereof lying within the boundaries of that certain 60 foot wide access and utility easement as said easement is delineated on the face of said 5 acre Parcel Map.

TOGETHER WITH a non-exclusive easement primarily 60 feet in width for ingress, egress and utilities over and across those certain strips of land delineated on the face of Surveys recorded January 4, 1980 and September 25, 1980, under Auditor's File Nos. 8001040030 and 8009250002, in Volume 2 of Surveys, page 212, in Volume 3 of Surveys, page 67, respectively, records of Skagit County, Washington, as access and utility easements.

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract 1 of said Surveys to provide access to the community recreational area designated as Tract 8 of Survey recorded under Auditor's File No. 8001040030, and as said easement is reserved in instrument recorded under Auditor's File No. 8002140058, and as said easement was amended under Auditor's File No. 9307090119, records of Skagit County, Washington.

ALSO, TOGETHER WITH a non-exclusive easement to use the community recreational area designed as Tract 8 on the face of said Survey recorded under Auditor's File No. 8001040030 for recreational purposes.

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across Tract "A" (also shown as Gertrude Lane, Wild Bird Lane and those certain 60 foot access and utility easements all as delineated on the face of said 5 acre Parcel Map No. 514-80, entitled "WILD BIRD ESTATES", approved November 5, 1980 and recorded November 6, 1980, under Auditor's File No. 8011060001, in Volume 4 of Short Plats, page 197, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

- Continued -

**PARCEL "B":**

That portion of the East  $\frac{1}{4}$  of Section 15, Township 35 North, Range 6 East, W.M., lying Southerly and Easterly of the Skagit River as said river existed on June 23, 1981, and that portion of Government Lot 1 of Section 22, Township 35 North, Range 6 East, W.M., lying Northerly of the Westerly extension of the South line of Government Lot 3 of Section 23, Township 35 North, Range 6 East, W.M. extended West, and lying Easterly of the Skagit River,

EXCEPT from said Section 15 and 22 those portions thereof lying within the boundaries of the following described tracts:

1.) Beginning at a point which bears South  $64^{\circ}20'$  West, 277.00 feet from the Southeast section corner of said Section 19;  
thence North  $15^{\circ}29'$  West, 526.0 feet;  
thence North  $30^{\circ}17'$  West, 455.50 feet;  
thence North  $40^{\circ}16'$  West, 610.8 feet;  
thence North  $69^{\circ}22'$  West, 612.00 feet, more or less, to the East bank of the Skagit River;  
thence Southerly along said East bank to a point due West of the point of beginning.

2.) Beginning at a point which bears South  $64^{\circ}20'$  West, 277.00 feet from the Northeast section corner of said Section 22;  
thence South  $10^{\circ}15'$  West, 388.9 feet;  
thence South  $22^{\circ}17'$  East, 611.1 feet;  
thence South  $1^{\circ}14'$  West, 209.4 feet;  
thence South  $23^{\circ}47'$  West, 345.0 feet;  
thence South  $35^{\circ}08'$  West, 197.0 feet, more or less, to the East bank of the Skagit River;  
thence Northerly along said East bank to a point due West of the point of beginning and thence East to the point of beginning.

TOGETHER WITH that certain Grant of Easement for ingress and egress as set forth in document recorded under Auditor's File No. 811190008, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

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