AFTER RECORDING MAIL TO:
Nielsen Brothers, Inc.
P.O. Box 2789
Bellingham, WA 98227-2789

SKAGIT COUNTY AUDITOR

99 JIN 14 AI 154

REQUEST OF _____

9906140110

Filed for Record at Request of

Land Title Company of Skagit County

Escrow Number: P-89516-E

LAND TITLE COMPANY OF SKAGIT COUNTY

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s): David P. Weber, Helen Weber, Dave Harvin, Darcy Harvin

Grantee(s): Beneficiary - Nielsen Brothers, Inc., a Washington Corporation, Trustee -

Land Title Company of Skagit County

Abbreviated Legal: a ptn of SW 1/4 of NE 1/4 & of NW 1/4, 28-35-9 E W.M.

Additional legal(s) on page: 2

Assessor's Tax Parcel Number(s): 350928-1-005-0001/R44865

THIS DEED OF TRUST, made this day of , between David Weber and Helen Weber, husband and wife and Dave Harvin and Darcy Harvin, husband and wife, GRANTOR, whose address is 809 Rakdal Road, Camano Island, WA 98292, Land Title Company of Skagit County, TRUSTEE, whose address is P.O. Box 1225 / 601 S. Second St., Mount Vernon, WA 98273, and Nielsen Brothers, Inc., a Washington Corporation, BENEFICIARY, whose address is P.O. Box 2789, Bellingham, WA 98227-2789.

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

The West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northwest 1/4 of the Southeast 1/4 in Section 28, Township 35 North, Range 9 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across a 60 foot right of way located on the Northerly portion of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 28, as said easement was reserved in deed recorded June 21, 1977, under Auditor's File No. 858854.

Situate in the County of Skagit, State of Washington.

This property may not be sold, transferred or further encumbered. Breach of this provision will result in all sums secured by this Deed of Trust becoming immediately due and payable.

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 ONE HUNDRED THOUSAND AND NO/100 Dollars (\$ 100,000.00) 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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My appointment expires:	9/01/2002	494,

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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