



199910280075

Kathy Hill, Skagit County Auditor
10/28/1999 Page 1 of 6 12:40:47PM**AFTER RECORDING MAIL TO:**Name Tom NethercotAddress 3920 Lyman RoadCity/State Oakland, California 94602**Deed of Trust***(For Use in the State of Washington Only)***First American Title
Insurance Company**THIS DEED OF TRUST, made this 2nd day of June,19 99, BETWEEN _____Daniel E. Stroberger

_____, GRANTOR,

whose address is 472 Salmon Beach RoadAnacortes, Wash. 98221*(this space for title company use only)*and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation as TRUSTEE, whose address
is 160 Cascade Place Ste 104 Burlington, Washand Tom NethercotBENEFICIARY, whose address is 3920 Lyman Road, Oakland, Calif. 94602_____, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust,
with power of sale, the following described real property in Skagit County, Washington:

SEE ATTACHED LEGAL DESCRIPTION

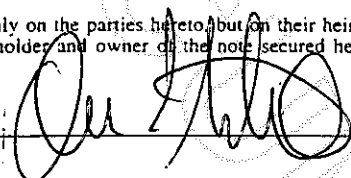
Commonly known as 472 Salmon Beach Road, Anacortes
Ptn Bk 221 "Fidalgo City" + Tr A, "Rensink Whipple
Salmon Beach Tracts"Assessor's Property Tax Parcel/Account Number(s): R68465, R73350, R73351, R73354, R20521which real property is not used principally for agricultural or farming purposes, together 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 ofForty Nine Thousand Five HundredDollars (\$ 49,500.00)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.
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.



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 evidence 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 _____, 19____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

LPB-22 (11/96)



199910280075

Kathy Hill, Skagit County Auditor

10/28/1999 Page 2 of 6 12:40:47PM

STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Daniel E. Stroberger ^{proven}
to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of October, 19 99.



Katie Kroon
Notary Public in and for the State of Washington,
residing at

My appointment expires July 6, 2000

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, 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 (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



199910280075

Kathy Hill, Skagit County Auditor
10/28/1999 Page 3 of 6 12:40:47PM

Notary Public in and for the State of Washington,
residing at

My appointment expires _____

EXHIBIT "A"

PARCEL A:

A portion of Block 221, and that portion of vacated Highland Avenue lying Easterly of Block 221, PLAT OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington, as follows:

Beginning at the Northeast corner of Block 221 of said plat of Fidalgo City; thence South 1°04' East along the East line of said Block 221 a distance of 152.97 feet to the true point of beginning; thence South 26°25' East a distance of 78.66 feet to the East line of vacated Highland Avenue (being the West line of vacated Doris Street in the PLAT OF SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington); thence South 0°49' West along the East line of vacated Highland Street a distance of 82.03 feet; thence North 17°20'28" West a distance of 154.38 feet; thence North 67°15'00" East a distance of 13.22 feet to the true point of beginning;

PARCEL B:

That portion of vacated Highland Avenue, in the PLAT OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of Block 221 of said plat of Fidalgo City, said point lying South 1°04' East a distance of 152.97 feet from the Northeast corner of said Block 221; thence North 49°43' East a distance of 47.77 feet to a point on the Westerly line of Doris Street as shown on the PLAT OF RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington; thence South 0°49' West along the West line of said Doris Street a distance 101.35 feet; thence North 26°25' West a distance of 78.66 feet to the point of beginning;

PARCEL C:

All that portion of vacated Doris Street as shown on the PLAT OF RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington, and as vacated November 20, 1961 under Skagit County Commissioners Resolution No. 3118;

PARCEL D:

An Easement for the purposes of ingress and egress over a certain roadway within the following described tract:

continued.....



199910280075

Kathy Hill, Skagit County Auditor

10/28/1999 Page 4 of 6 12:40:47PM

EXHIBIT "A"
Page 2

PARCEL D continued.....

Beginning at the Northwest corner of Tract A of RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington;
thence West across vacated Doris Street, vacated Highland Street and Block 221 all in the plat of Fidalgo City, to the West line of said Block 221;
thence South a distance of 16 feet;
thence East across said Block 221, vacated Highland Street and vacated Doris Street to the West line of said Tract A;
thence North 16 feet to the point of beginning;

EXCEPT that portion thereof lying within the boundaries of Parcel C described above;

ALSO EXCEPT that portion thereof lying West of the West line of Doris Street, as shown on said plat of Rensink-Whipple Salmon Beach Tracts;

PARCEL E:

Tract A, RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington;

TOGETHER WITH tidelands of the second class situate in front of, adjacent to and abutting upon said premises;

PARCEL F:

A non-exclusive easement right over, across and upon the following described property:

That portion of Block 221 and vacated alley and Highland Avenue, PLAT OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Block 221;
thence South along the West line of said Block 221, a distance of 195.19 feet to the true point of beginning of this description;
thence East 70.00 feet;
thence North 80°55' East 91.14 feet;
thence North 68°19' East 75.35 feet to the East line of said Block 221;
thence North 48.39' East 47.77 feet to the West line of Doris Street as shown on the PLAT OF RENSINK-WHIPPLE SALMON BEACH TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 55, records of Skagit County, Washington;
thence North 1°53' East along the West line of Doris Street extended (plat course is North 0°49' East) a distance of 27.47 feet;

continued.....



199910280075

Kathy Hill, Skagit County Auditor

10/28/1999 Page 5 of 6 12:40:47PM

EXHIBIT "A"

Page 3

PARCEL F continued.....

thence South 48°39' West 63.16 feet;
thence South 68°19' West 69.63 feet;
thence South 80°55' West 87.344 feet;
thence West 68.411 feet to the West line of Block 221;
thence South 20.00 feet to the true point of beginning, being a strip of land
20 feet in width;

PARCEL G:

That portion of Block 221 and of the vacated alley in said Block 221 and of
vacated Front Street lying South of said Block 221 and of vacated Highland
Street lying East of said Block 221, PLAT OF FIDALGO CITY, according to the
plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit
County, Washington, described as follows:

Beginning at a point on the West line of said Block 221, a distance of 144.81
feet North of the Southwest corner thereof;
thence East 70.0 feet;
thence North 80°55' East 45.57 feet to the center line of the vacated alley
in said Block 221 and the true point of beginning of this description;
thence North 80°55' East 45.57 feet;
thence North 68°19' East 62.13 feet, more or less, to the Westerly line of
that certain tract conveyed to L. Allen Perkins and Norma Perkins, husband
and wife, by deed dated June 27, 1966 and recorded under Auditor's File No.
684709, records of Skagit County, Washington;
thence South 16°16'28" East along the Westerly line of said Perkins tract to
the meander line or the line of extreme high tide (whichever is furthest
out);
thence Westerly along said meander line or line of extreme high tide to a
point that bears South 9°05' East from the true point of beginning;
thence North 9°05' West to the true point of beginning;

- END OF EXHIBIT "A" -



199910280075

Kathy Hill, Skagit County Auditor

10/28/1999 Page 6 of 6 12:40:47PM