



199911150033

Kathy Hill, Skagit County Auditor

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When Recorded Return To:JOHN MAISEL  
21015 SR 9 NE  
ARLINGTON, WA 98223

Escrow No.

FIRST AMERICAN TITLE CO.

**DEED OF TRUST** ACCOMMODATION RECORDING ONLY

(For use in the State of Washington only)

M 7133

REFERENCE # (if applicable):

GRANTOR(S): PHIL C. MITCHELL, ELIZABETH MITCHELL Additional on page:GRANTEE(S): MACK COOK, FRANCES COOK Additional on page:LEGAL DESCRIPTION (abbreviated): PTN NE, SE, SEC 17, TWP 5N, RGE 7E Additional on page:ASSESSOR'S TAX PARCEL ID#: 50717-4-003-0100 100284

THIS DEED OF TRUST, made this Eighth day of November 99, between  
**PHIL C. MITCHELL and ELIZABETH MITCHELL**, husband and wife  
 , GRANTOR, whose address is 37831 CAPE HORN RD. SEDRO WOOLLEY, WA 98284,  
**FIRST AMERICAN TITLE COMPANY, TRUSTEE**, whose address is 1301-B RIVERSIDE DRIVE,  
 MOUNT VERNON, WA 98273, and **MACK COOK AND FRANCES COOK, HUSBAND AND WIFE,,**  
 BENEFICIARY, whose address is PO BOX 334, DARRINGTON, WA 98241.

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

PTN NE, SE, SEC 17, TWP 35N, RGE 7E  
 See Exhibit "A" attached hereto and made a part hereof.

Parcel Number(s) 50717-4-003-0100 100284

THIS PROPERTY MAY NOT BE SOLD, TRANSFERRED, OR FURTHER ENCUMBERED WITHOUT  
 BENEFICIARY'S CONSENT. BREACH OF THIS PROVISION WILL RESULT IN ALL SUMS  
 SECURED BY THIS DEED OF TRUST BECOMING IMMEDIATELY DUE AND PAYABLE.  
 GRANTOR SHALL FURNISH TO BENEFICIARY COPIES OF RECEIPTS EVIDENCING PAYMENT  
 BY GRANTOR OF TAXES AND INSURANCE ANNUALLY.

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

**Thirty Three Thousand And 00/100 Dollars (\$ 33,000.00)**

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.

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.

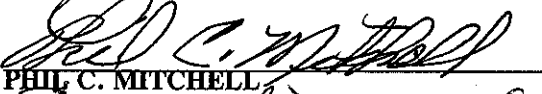
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall 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; and (3) the surplus, if any, shall be deposited with the clerk of the Superior Court of the county in which the sale took place.

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 an 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.

  
PHIL C. MITCHELL

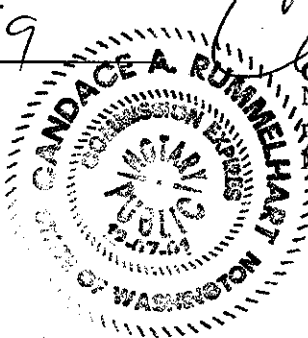
  
ELIZABETH MITCHELL


State of WASHINGTON  
County of SNOHOMISH

} ss.

I certify that I know or have satisfactory evidence that PHIL C. MITCHELL, and ELIZABETH MITCHELL is/are the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 11-8-99



  
CANDACE A. RUMMELHART  
Notary Public in and for the State of WASHINGTON,  
residing at LAKE STEVENS  
My appointment expires: 12-7-01



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**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

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

That portion of the following described property lying Southerly of the North 704 feet of the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 35 North, Range 7 East W.M.:

That portion of the South 416 feet of the North 832 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 17, lying Easterly of the centerline of a 10 foot road as hereinafter described; EXCEPT the East 450 feet of said tract; ALSO, that portion of the South 162 feet of the North 994 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 17, lying Easterly of the centerline of a 10 foot road as hereinafter described; EXCEPT the East 575 feet thereof; ALSO EXCEPT from ALL of the above that portion thereof conveyed to Evert J. Schulze by Deed recorded September 27, 1978 as Auditor's File No. 888368.

TOGETHER WITH a non-exclusive easement for road purposes over a 10 foot strip in the Northeast 1/4 of the Southeast 1/4 and in Government Lot 1 in Section 17, Township 35 North, Range 7 East W.M., being 5 feet on each side of the following described centerline:

Beginning at the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence North along the West line thereof 322 feet; thence East 445 feet to a point hereinafter designated as "Point X" and the true point of beginning of said centerline; thence South to a point on the South line of said Northeast 1/4 of the Southeast 1/4 that is 422 feet East of the Southwest corner thereof; thence South, parallel to the West line of said Government Lot 1, to the North line of the County road running through said Government Lot 1 and the Southern terminus of said centerline; thence beginning again at said "Point X" and running North to a point that is 510 feet East and 12 feet South of the Northwest corner of said Northeast 1/4 of the Southeast 1/4 and the Northern terminus of said centerline.



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