

AFTER RECORDING MAIL TO:

Name **VERDOES DAIRY COMPANY INC,**
Address **13399 DRIVER ROAD**
City, State, Zip **ANACORTES, WA 98221**
B60310

Filed for Record at Request of **First American Title of Skagit County**



199912020037

Kathy Hill, Skagit County Auditor
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ORIGINAL

DEED OF TRUST

(Not use in the state of Washington only)

FIRST AMERICAN TITLE CO.

B60310 E-3

THIS DEED OF TRUST, made this **29th** day of **November, 1999**, between **STEVE BRUNDAGE and JAN BRUNDAGE, Husband and Wife**, GRANTOR, whose address is **6912 137TH DRIVE NE, LAKE STEVENS, WA 98258**, **FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION TRUSTEE**, whose address is **P.O. BOX 1667 MOUNT VERNON, WA 98273**, and **CASCADE BANK, BENEFICIARY**, whose address is **2175 CONTINENTAL PLACE / MOUNT VERNON, WA 98273**.
**VERDOES DAIRY COMPANY INC., a Washington corporation
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in **Skagit County, Washington**:
***13388 Drive Road, Anacortes, WA 98221

ABBREVIATED LEGAL: Section 11, Township 34, Range 4; Ptn. South 1/2

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

Assessor's Property Tax Parcel Account Number(s): **340411-0-005-0008 R 24507, 340411-3-004-0003 R24534, 340411-4-003-0002 R24538, 340411-0-009-0004 R24511, 340411-0-017-0004 R24520, 340411-4-007-0100 R115489 IOP**

which real property is not used principally for agricultural or farming purposes, together with all 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 THOUSAND AND NO/100THS Dollars (\$ 30,000.00)** 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.

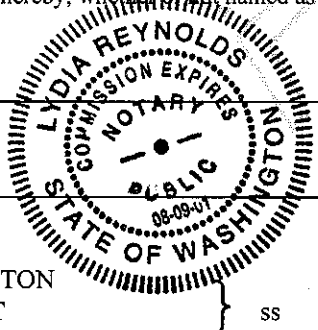
To protect the security of this Deed of Trust, Grantor covenants and agrees:

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 thereof 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 Trustees 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 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 purchasers and encumbrances 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 or 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

STATE OF WASHINGTON
COUNTY OF SKAGIT



Steve Brundage
STEVE BRUNDAGE
Jan Brundage
JAN BRUNDAGE

ss

I certify that I know or have satisfactory evidence that **STEVE BRUNDAGE** and **JAN BRUNDAGE** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be **thier** free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: *11-29-99*

Lydia Reynolds
Lydia Reynolds

Lydia Reynolds
Notary Public in and for the State of Washington
Residing at **Mount 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



199912020037

Kathy Hill, Skagit County Auditor

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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:

Parcel "A":

Lot 2 of Skagit County Short Plat No. 65-88, approved March 11, 1991, recorded July 25, 1991, in Volume 9, page 389 of Short Plats, under Auditor's File No. 9107250026, being a portion of the East 1/2, Northeast 1/4, Southwest 1/4 of Section 11, Township 34 North, Range 4 East, W.M., situated in Skagit County, Washington.

Parcel "B":

The Southeast 1/4 of the Southwest 1/4 of Section 11, Township 34 North, Range 4 East, W.M., EXCEPT the following described tract: Beginning at a point on the North and South center line of Section 11, 60 feet North of the North line of the right of way of the Northern Pacific Railway; thence North 45 degrees West to the South bank of the Nookachamps Creek; thence Westerly along said South bank to the West line of the Southeast 1/4 of the Southwest 1/4 of said Section; thence South to the South line of the Section; thence East to the Southeast corner of the Southeast 1/4 of the Southwest 1/4; thence North to the place of beginning.

Parcel "C":

That portion of the West 1/2 of the Southeast 1/4 of Section 11, Township 34 North, Range 4 East, W.M., lying South of the County Road, as now located and North of the right of way of the Puget Sound and Cascade Railway Co.; EXCEPT that portion thereof, if any, lying within the West 20 rods of the North 40 rods of the Northwest 1/4 of the Southeast 1/4 of said Section.

Parcel "D":

That portion of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 34 North, Range 4 East, W.M., lying Southerly of a line drawn parallel with and 544.5 feet South of the North line of said subdivision.

Parcel "E":

That portion of the West 390 feet of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 34 North, Range 4 East, W.M., lying South of the County road and North of the former right of way of the Puget Sound and Cascade Railway Company.

