

AFTER RECORDING MAIL TO:

Name ENA KAY BLATTMAN,
Address
City, State, Zip
00061176
Filed for Record at Request of First American Title of Skagit County

FIRST AMERICAN TITLE CO.

DEED OF TRUST

(For use in the state of Washington only)

61176E-2

THIS DEED OF TRUST, made this 3rd day of January, ²⁰⁰⁰1999, between **ANDY BRADLEY, A Single Man and NEIL BRADLEY and BARBARA BRADLEY, Husband and Wife**, GRANTOR, whose address is **123 E. LAWRENCE ST, MOUNT VERNON, WA 98273, First American Title Company**, a corporation, TRUSTEE, whose address is **PO Box 1667, Mt. Vernon, WA 98273**, and **JOHN J. BLATTMAN and ENA KAY BLATTMAN**, as Trustees of the Blattman Family Revocable Living Trust, BENEFICIARY, whose address is _____.

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 EXHIBIT A MADE A PART HEREOF BY THIS REFERENCE

ABBREVIATED LEGAL: SECTION 18, TOWNSHIP 34, RANGE 4; PTN. GOV LOT 1

Assessor's Property Tax Parcel Account Number(s): **340418-0-003-0011, R26045**

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 **One Hundred Forty Thousand And 00/100 Dollars (\$140,000.00)** 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.

NEIL BRADLEY



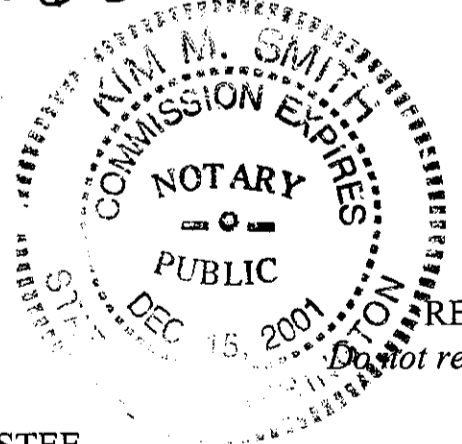
ANDY BRADLEY

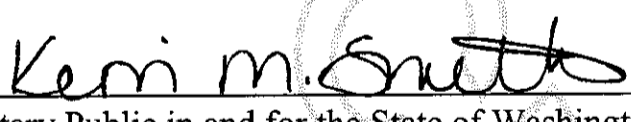
BARBARA BRADLEY

STATE OF WASHINGTON }
COUNTY OF Skagit } ss

I certify that I know or have satisfactory evidence that **ANDY BRADLEY and NEIL BRADLEY and BARBARA BRADLEY** is the person who appeared before me, and said person acknowledged that **he/she/they** signed this instrument and acknowledged it to be **his/her/their** free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1-6-2000





Notary Public in and for the State of Washington
Residing at **Mt. Vernon**
My appointment expires: **12/15/2001**

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 _____

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.
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Neil Bradley 1-7-00
 NEIL BRADLEY

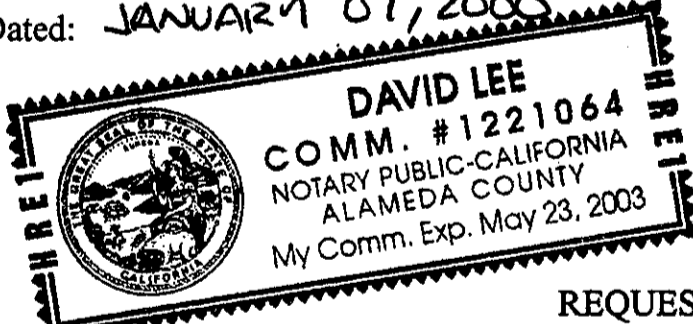
Andy Bradley
 ANDY BRADLEY

Barbara Bradley 1/7/00
 BARBARA BRADLEY

STATE OF WASHINGTON CALIFORNIA }
 COUNTY OF Skagit ALAMEDA } ss DL 1/7/00

I certify that I know or have satisfactory evidence that ~~ANDY BRADLEY~~ and NEIL BRADLEY and BARBARA BRADLEY is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/hers/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: JANUARY 07, 2000



David Lee
 Notary Public in and for the State of Washington CALIFORNIA
 Residing at ~~Mt. Vernon~~ BERKELEY
 My appointment expires: ~~12/15/2001~~ 05/23/2003

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 _____

HAZARDOUS WASTE RIDER TO DEED OF TRUST

<i>Borrowers/Grantors:</i>	Andrew Bradley, a single man and Neil Bradley and Barbara L. Bradley, husband and wife
<i>Lender/Beneficiary:</i>	John L. Blattman and Ena Kay Blattman, as Trustees of the Blattman Family Revocable Living Trust

This rider is incorporated into and shall be deemed to amend and supplement the Deed of Trust given by Borrower to secure Borrower's Note to Lender as follows:

Hazardous Waste

1. Borrower represents and warrants to Lender no hazardous or toxic waste or substance will be generated, processed, stored, transported, handled or disposed of, on, under or in the real property by Borrower, its agents or tenants. Borrower agrees to provide written notice to Lender immediately upon Borrower becoming aware that the real property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Borrower will not cause nor permit any activities on the real property which directly or indirectly could result in the real property or any other property becoming contaminated with hazardous or toxic waste or substances. Provided however, Borrower may store or use chemicals and/or hazardous materials on the Property provided that such use and storage and the disposal thereof is in compliance with all applicable environmental regulations.
2. Borrower will indemnify, defend and hold Lender harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings, (including attorneys' fees), arising directly or indirectly from or out of, or in any way connected with (i) the inaccuracy of the certifications contained herein or in any other document executed by Borrower in connection with the loan evidenced by the Note, (ii) any activities on the real property during Borrower's ownership, possession or control of the real property which directly or indirectly result in the real property or any other property becoming contaminated with hazardous or toxic waste or substances, or (iii) the clean-up of hazardous or toxic waste or substances from the real property or any other property. Borrower acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of hazardous or toxic waste or substances from the real property or from any other properties which become contaminated with hazardous or toxic waste or substances as a result of the contamination of or activities on the real property.

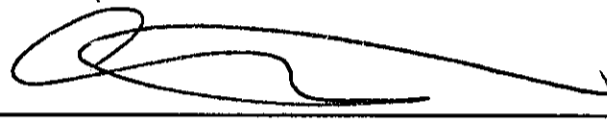
3. Borrower will immediately notify Lender should Borrower (i) become aware of any hazardous or toxic waste or substances problem or liability with respect to the real property, (ii) receive any notice of or become aware of any actual or alleged violation with respect to the real property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to hazardous or toxic waste or substances, or (iii) become aware of any lien or action with respect to any of the foregoing. Borrower, at its sole expense, will take all actions as may be necessary and advisable for the cleanup of hazardous or toxic waste or substances with respect to the real property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws and in all events and in a manner satisfactory to Lender, shall further pay or cause to be paid all cleanup, administrative enforcement costs of governmental agencies if obligated to do so by contract or by law.
4. Borrower's obligations under this Section are unconditional and not limited by any non-recourse or other limitations of liability provided for in any Loan Document. The representations, warranties and covenants of Borrower in this Section (including without limitation the indemnity provided for in subparagraph (b) above) will continue in effect and, to the extent permitted by law, will survive the transfer of the property pursuant to foreclosure proceedings (whether judicial or non-judicial), by deed in lieu of foreclosure or otherwise. Borrower agrees that Lender may begin a legal action or actions to enforce Borrower's obligations to Lender under this Section without beginning judicial or non-judicial foreclosure proceedings, and without waiving the right to begin such proceedings. Borrower acknowledges and agrees its covenants and obligations under this Section are separate and distinct from obligations under the Borrower's Note of even date, made by Borrower for the benefit of Lender, and the covenants and obligations of Borrower under this Rider are not secured by this Deed of Trust.
5. As used in this Deed of Trust "hazardous or toxic waste or substances" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste or material which now or hereafter is designated as a "hazardous or toxic waste or substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*), or under Washington law. Without limiting the foregoing, hazardous or toxic waste or substances shall include, but not be limited to, any substances which after being released into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer and/or genetic abnormalities.
6. Borrower authorizes Lender to enter onto the Real Property at least two (2) times per year for purposes of inspection and confirming that the use, storage and disposal of chemicals, hazardous materials, petroleum products, paint products or other hazardous or other toxic



substances are being handled and disposed of in compliance with all applicable environmental regulations.

BORROWERS:

DATED: 1-6-00




ANDREW BRADLEY

DATED: _____

NEIL BRADLEY

DATED: _____

BARBARA L. BRADLEY


200001100118
Kathy Hill, Skagit County Auditor
1/10/2000 Page 6 of 8 1:30:07PM

substances are being handled and disposed of in compliance with all applicable environmental regulations.

BORROWERS:

DATED: _____
ANDREW BRADLEY

DATED: 1-7-00 _____
NEIL BRADLEY

DATED: 1-7-00 _____
BARBARA L. BRADLEY



200001100118
Kathy Hill, Skagit County Auditor
1/10/2000 Page 7 of 8 1:30:07PM

Schedule "C"

Commitment No. **00061176**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

The East 176 feet of the North 224 feet of the West 1/2 of Government Lot 1, Section 18, Township 34 North, Range 4 East, W.M.,

TOGETHER WITH that portion of the West 1/2 of Government Lot 1, of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Begin at the Southwest corner of the East 176 feet of the North 224 feet of the West 1/2 of Government Lot 1; thence along said South line, South 89 degrees 29' 11" East, a distance of 167.96 feet to a fence coming from the South; thence South 00 degrees 52' 09" East along said fence, a distance of 40 feet, more or less, to the South line of the North 264 feet of said subdivision; thence North 89 degrees 29' 11" West, a distance of 176 feet; thence North 00 degrees 52' 09" West, 224 feet, more or less, to the South line of the County Road right-of-way along the North line of said subdivision; thence East along said South line, 8.04 feet, more or less, to the West line of the East 176 feet of said subdivision; thence South 00 degrees 44' 51" East along said West line, a distance of 184.04 feet to the point of beginning.

EXCEPT that portion of the West 1/2 of Government Lot 1, of Section 18, Township 34 North, Range 4 East, W.M., lying Easterly of a fence line described as follows:

Begin at the Southwest corner of the East 176 feet of the North 224 feet of the West 1/2 of Government Lot 1; thence along the South line, South 89 degrees 29' 11" East, a distance of 167.96 feet to a projection of a fence coming from the South and the beginning point of said line referenced in the caption; thence North along said fence to the South line of the County Road right-of-way along the North line of said subdivision, the terminus of this fence line description.

ALSO EXCEPT the North 40 feet thereof.



200001100118

Kathy Hill, Skagit County Auditor

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