



200001310122

Kathy Hill, Skagit County Auditor

1/31/2000 Page 1 of 6 3:28:23PM

Return to:

Pacific Northwest Title
215 Columbia Street
Seattle, WA 98104, Attn: James E. Berlien

DEED OF TRUST
(For Use in the State of Washington Only) FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

B61082E-3



PACIFIC NORTHWEST TITLE

THIS DEED OF TRUST, made this 31st day of January, 2000, between KENN L. PETERSON and WENDY L. PETERSON, husband and wife, GRANTOR, whose address is 18608 Blackberry Land, Mount Vernon, Washington 98273, **PACIFIC NORTHWEST TITLE COMPANY**, a corporation, TRUSTEE, whose address is 215 Columbia Street, Seattle, Washington 98104, PACIFIC NORTHWEST TITLE INSURANCE COMPANY, BENEFICIARY, whose address is 215 Columbia Street, Seattle, Washington 98104, 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

1-33-4 GOVT LT 2 SE-SE
PTN TRACTS 38 & 39 BIG LAKE WATER-
FRONT TRACTS

Additional on page _____
Assessor's Tax Parcel ID# 3862-000-039-0300; 330401-4-002-0700; 330401-0-002-0004; 330401-4-004-0004; 330401-0-002-0908; 330401-4-004-0600; and 330401-4-004-0700.

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 (\$45,000.00) Forty-five Thousand and NO/100ths Dollars 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 improvements 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, 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 sales 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 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 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 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.

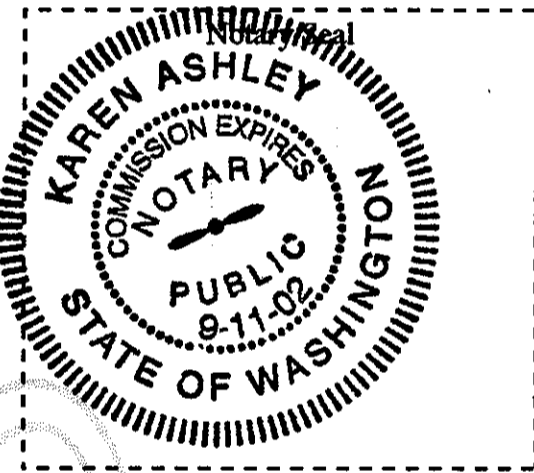
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with 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.

Dated January 31st, 2000

Wendy L. Peterson
Wendy L. Peterson

STATE OF WASHINGTON, }
County of Skagit } ss.



I hereby certify that I know or have satisfactory evidence that Kenn L. Peterson and Wendy L. Peterson

is the person(s) who appeared before me, and said person(s) 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 January 31, 2000

Karen Ashley
Notary Public in and for the State of Washington

residing at Sedro-Woolley
My appointment expires 9/11/02

Karen Ashley
Printed Name

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 _____, 19____



EXHIBIT A

DESCRIPTION:

PARCEL "A":

Lot 1, Skagit County Short Plat No. 96-0066, approved May 11, 1998, and recorded May 11, 1998, in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, records of Skagit County, Washington; being a portion of the Government Lot 2 and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across a 60 foot strip of land known as Blackberry Lane as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington

PARCEL "B":

Lot 2, Skagit County Short Plat No. 96-0066, approved May 11, 1998, and recorded May 11, 1998, in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, records of Skagit County, Washington; being a portion of the Government Lot 2 and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 33 North, Range 4 East, W.M.

EXCEPT that portion of said Lot 2 described as follows:

Beginning at the intersection of the West line of Lot 3 of said Short Plat with the center line of that certain 60 foot wide easement for ingress, egress and utilities shown as Blackberry Lane on the face of said Short Plat;
thence North $87^{\circ}54'40''$ West, along said center line of Blackberry Lane, to a point which is parallel with and 100.00 feet West of the West line of Lot 3 of said Short Plat;
thence North $00^{\circ}06'58''$ West, parallel with the West line of said Lot 3, to its intersection with a Northerly line of Lot 2 of said Short Plat;
thence Easterly, along said Northerly line, to the Northwest corner of said Lot 3;
thence South $00^{\circ}06'58''$ East, along the West line of said Lot 3, to the point of beginning.

ALSO, EXCEPT that portion of said Lot 2 lying Southerly of the center line of that certain 60 foot wide easement for ingress, egress and utilities shown as Blackberry Lane on the face of said Short Plat

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across that certain 60 foot wide easement shown as Blackberry Lane on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.



200001310122

Kathy Hill, Skagit County Auditor

1/31/2000 Page 3 of 6 3:28:23PM

PARCEL "C"

Lot 3, Skagit County Short Plat No. 96-0066, approved May 11, 1998, and recorded May 11, 1998, in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, records of Skagit County, Washington; being a portion of the Government Lot 2 and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across a 60 foot strip of land known as Blackberry Lane as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington.



PARCEL "D":

That portion of Lot 2, Short Plat No. 96-0066, approved May 11, 1998, recorded May 11, 1998 in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, and being a portion of the East ¼ of the Southeast ¼ of Section 1, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the West line of Lot 3 of said Short Plat with the center line of that certain 60 foot wide easement for ingress, egress and utilities shown as Blackberry Lane on the face of said Short Plat;
thence North 87°54'40" West, along said center line of Blackberry Lane, to a point which is parallel with and 100.00 feet West of the West line of Lot 3 of said Short Plat;
thence North 00°06'58" West, parallel with the West line of said Lot 3, to its intersection with a Northerly line of Lot 2 of said Short Plat;
thence Easterly, along said Northerly line, to the Northwest corner of said Lot 3;
thence South 00°06'58" East, along the West line of said Lot 3, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across that certain 60 foot wide easement shown as Blackberry Lane on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.

DESCRIPTION CONTINUED:

PARCEL "E":

Lot 4, Skagit County Short Plat No. 96-0066, approved May 11, 1998, and recorded May 11, 1998, in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, records of Skagit County, Washington; being a portion of the Government Lot 2 and the Southeast ¼ of the Southeast ¼ of Section 1, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across a 60 foot strip of land known as Blackberry Lane as shown on the face of the Short Plat.

Situate in the County of Skagit, State of Washington



200001310122

Kathy Hill, Skagit County Auditor

1/31/2000 Page 5 of 6 3:28:23PM

PARCEL "F":

That portion of Lot 2, Short Plat No. 96-0066, approved May 11, 1998, recorded May 11, 1998 in Volume 13 of Short Plats, pages 122 and 123, under Auditor's File No. 9805110151, and being a portion of the East ½ of the Southeast ¼ of Section 1, Township 33 North, Range 4 East, W.M., lying Southerly of the center line of that certain 60 foot wide easement for ingress, egress and utilities shown as Blackberry Lane on the face of said Short Plat.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across that certain 60 foot wide easement shown as Blackberry Lane on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.

Lot 4, Short Plat No. 94-003, approved April 26, 1995, recorded May 4, 1995 in Book 11 of Short Plats, pages 198 and 199, under Auditor's File No. 9505040047 and being a portion of Government Lot 2 of Section 1, Township 33 North, Range 4 East and Lots 72 and 73, "FIRST ADDITION TO BIG LAKE WATERFRONT TRACTS".

Situate in the County of Skagit, State of Washington.

PARCEL "I":

That portion of Tracts 38 and 39, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, lying Westerly of the H. C. Peters Road Extension 263, as deeded in Skagit County by Deed recorded June 26, 1947, under Auditor's File No. 46022 and lying Westerly of the following described line:

Beginning at the Southwest corner of said Tract 39; thence Northeasterly, along the Southerly line of said Tract 39, a distance of 75 feet to the true point of beginning of this line description; thence Northwesterly, at right angles to said South line of Tract 39, to the Southerly right of way line of the H. C. Peters Road Extension 263, as deed to Skagit County by Deed recorded June 26, 1947, under Auditor's File No. 406022, and the terminus of this line description.

EXCEPT 40 foot road right of way deeded to Skagit county by deed recorded in Volume 119 of deeds, page 254.

Situate in the County of Skagit, Stat



200001310122

Kathy Hill, Skagit County Auditor