

When Recorded Return to:  
JOHN SINES  
23875 Hoagdal Road  
Sedro Woolley WA 98284



200003070098  
Kathy Hill, Skagit County Auditor  
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Island Title Company  
Order No: BE3715 MKP

ISLAND TITLE CO.

SB-15741 ✓

**DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this March 3, 2000

REBA J. SINES, a single person  
**GRANTOR**, whose address is

100 N. State Street Sedro Woolley WA 98284

Island Title Company, a Washington Corporation  
**TRUSTEE**, whose address is 839 S Burlington Boulevard  
P. O. Box 670, Burlington WA 98233  
and

JOHN M. SINES, a single person  
**BENEFICIARY**, whose address is

23875 Hoagdal Road, Sedro Woolley WA 98284

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

Portion of the Southeast quarter of the Southwest quarter of Section 24, Township 35 North, Range 4 East of the Willamette Meridian. See legal description attached hereto and by reference made a part hereof.

If Grantor, without written consent of Beneficiary, conveys, sells, leases, contracts to convey, sell, lease or assign, grants an option to buy the property, permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Grantor's interest in the property, Beneficiary may, at its sole discretion, at any time thereafter either raise the interest rate on the balance of the Promissory Note or declare the entire balance of the Promissory Note due and payable. Provided however, Grantor can transfer the property into a wholly owned entity.

Tax Account No.: 350424-3-004-0007 P37583

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 ONE HUNDRED TWELVE THOUSAND AND 00/100 ( \$112,000.00) Dollars with interest, in accordance with 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 and 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 and 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 of 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 obligations 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 obligations 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



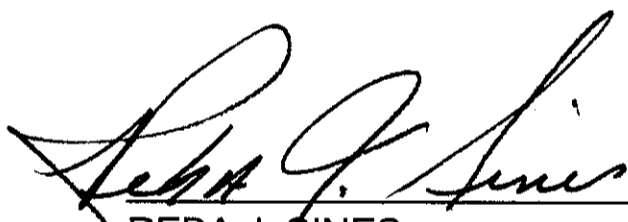
become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's 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 the Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

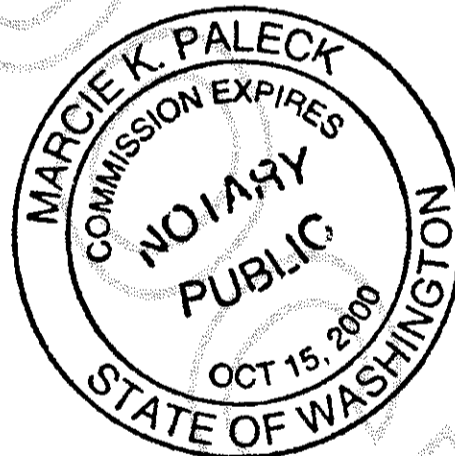
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed 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 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 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 the 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.

  
REBA J. SINES  
Date 3-6-00



STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that REBA J. SINES 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 therein mentioned in this instrument.

Dated: March 6 2000



MARCIE K. PALECK

Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: October 15, 2000

Order No.: B15741

EXHIBIT "A"

PARCEL A:

All that portion of the Southeast Quarter of the Southwest Quarter of Section 24, Township 35 North, Range 4 East of the Willamette Meridian, lying North of State Street, as established in the City of Sedro Woolley, and West of a line drawn parallel with and 200 feet West of the center line of the main track of the Northern Pacific Railway Company;

EXCEPT that portion of the Southeast Quarter of the Southwest Quarter of Section 24, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of said subdivision;  
Thence South 89°50'19" East along the North line thereof, a distance of 10.20 feet to a point which is 22.50 feet East of the monumented centerline of Rita Street and the point of beginning of this description;  
Thence South 00°07'04" East parallel with said centerline, a distance of 16.11 feet;  
Thence South 89°15'03" East a distance of 90.81 feet to the East line of that tract conveyed to Hansen and Peterson, Inc., by deed dated February 11, 1971, and recorded under Auditor's File No. 749220, records of Skagit County, Washington;  
Thence North 00°08'01" West along the East line thereof, a distance of 1.62 feet to the most Northerly corner of said Hansen and Peterson tract and the West line of the railroad right-of-way lying within 200 feet of the mainline railroad centerline;  
Thence North 09°43'49" East along the West line of said railroad right-of-way, a distance of 15.63 feet to the North line of said Southeast Quarter of the Southwest Quarter;  
Thence North 89°50'19" West along said North line, a distance of 93.47 feet to the point of beginning of this description.

PARCEL B:

That portion of the Southeast Quarter of the Southwest Quarter of Section 24, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the North line of State Street as conveyed to the City of Sedro Woolley by deed recorded March 1, 1913, in Volume 91 of Deeds, page 330, under Auditor's File No. 95381, records of Skagit County, Washington, and the West line of the Railway right-of-way as conveyed to the Northern Pacific Railway Company, a corporation, by deed recorded July 16, 1909, in Volume 78 of Deeds, page 101, under Auditor's File No. 74588, records of Skagit County, Washington;  
Thence North 89°58'15" East a distance of 26.65 feet;  
Thence North 00°08'15" West a distance of 152.75 feet, more or less, to a point on the West line of said railway right-of-way;  
Thence South 09°45'30" West a distance of 155.15 feet, more or less, to the point of beginning.

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PARCEL C:

That portion of the Southeast Quarter of the Southwest Quarter of Section 24, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of said subdivision;

Thence South  $00^{\circ}22'04''$  East along the West line thereof, a distance of 169.07 feet to the North line of that certain tract conveyed to the City of Sedro Woolley by deed recorded in Volume 91 of Deeds, page 330, under Auditor's File No. 95380, records of Skagit County, Washington;

Thence North  $89^{\circ}58'29''$  East along said North line, a distance of 16.96 feet to a line that is 30 feet distant from when measured at right angles, the monumented centerline of Rita Street and the point of beginning of this description;

Thence South  $00^{\circ}07'14''$  East along the line last described, a distance of 61.05 feet to the point of curvature of curve to the left having a radius of 20 feet and a central angle of  $103^{\circ}12'19''$ ;

Thence Southerly, Southeasterly and Easterly along said curve through an arc length of 36.03 feet;

Thence North  $76^{\circ}40'27''$  East along the tangent to said curve, a distance of 19.44 feet to the West line of that certain tract conveyed to the Northern Pacific Railway Company by deed dated June 5, 1909, and recorded under Auditor's File No. 74588, records of Skagit County, Washington;

Thence North  $09^{\circ}43'49''$  East along said Northern Pacific tract, a distance of 77.12 feet to the North line of the above described City of Sedro Woolley tract;

Thence South  $89^{\circ}58'29''$  West along the North line of said City of Sedro Woolley tract, a distance of 56.69 feet to the point of beginning of this description.

**Situated in Skagit County, Washington.**

- END OF EXHIBIT "A" -



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