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KARRO & ROADHOUSE  
Attorneys at Law  
P.O. Box 67  
Twisp, WA 98856



200003070150  
Kathy Hill, Skagit County Auditor  
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**ISLAND TITLE COMPANY**

**DEED OF TRUST**

*SA-19455*

Grantor (Borrower): LOFGREN, CHRISTOPHER & DINA  
Grantee (Beneficiary): LOFGREN, JAMES & GALE  
Legal Description: (abbreviated): Tract A, Plat of Rancho San Juan  
Del Mar, Subdivision 8, Skagit  
County, WA

Additional legal(s) on Page:  
Assessor's Tax Parcel ID# 3979-000-095-0304; P68401  
Reference # of related documents: \_\_\_\_\_

THIS DEED OF TRUST, made this 7 day of March,  
2000, as follows:

GRANTOR: CHRISTOPHER LOFGREN and DINA LOFGREN,  
husband and wife  
Address: 8308 Padilla Heights Road  
Anacortes, WA 98221

TRUSTEE: ISLAND TITLE COMPANY, a corporation.  
Address: 3110 Commercial Avenue  
Suite #101  
Anacortes, WA 98221

BENEFICIARY: JAMES LOFGREN and GALE LOFGREN,  
husband and wife  
Address: P.O. Box 981  
Winthrop, WA 98862

WITNESSETH

1  
2 Grantor, in consideration of the indebtedness herein recited  
3 and the trust herein created, irrevocably grants and conveys  
4 to Trustee, in trust, with power of sale, the following  
5 described real property in the County of Skagit, State of  
6 Washington:

7 That portion of Tract A, PLAT OF RANCHO SAN JUAN  
8 DEL MAR, SUBDIVISION 8, as per plat recorded in  
9 Volume 8 of Plats, pages 34 and 35, records of  
10 Skagit County, Washington, described as follows:

11 Beginning at the Southeast corner of said Tract  
12 A; thence North 32°30' East along the West line  
13 of the County road known as Lateral Highway #4 a  
14 distance of 265.83 feet; thence South 63°52' West  
15 a distance of 300.76 feet to the Southerly line  
16 of said Tract A; thence South 54°12' East along  
17 said Southerly line a distance of 156.81 feet to  
18 the point of beginning.

19 Situate in Skagit County, Washington.

20 **TOGETHER WITH** all the improvements now or hereafter  
21 erected on the property, and all easements, rights,  
22 appurtenances, rents (subject however to the rights and  
23 authorities given herein to Beneficiary to collect and apply  
24 such rents), royalties, mineral, oil and gas rights and  
25 profits, water, water rights, and water stock, and all  
26 fixtures now or hereafter attached to the property, all of  
27 which, including replacements and additions thereto, shall be  
28 deemed to be and remain a part of the property covered by  
this Deed of Trust; and all of the foregoing, together with  
said property, are herein referred to as the "property"; and  
which property is not used principally for agricultural  
purposes.

This Deed is for the purpose of securing performance of  
each agreement of Grantor herein contained, and payment of a  
sum up to ONE HUNDRED TEN THOUSAND DOLLARS AND NO/100  
(\$110,000.00), with interest, in accordance with the terms of  
a Promissory Note dated March 7, 2000, payable to  
Beneficiary, or order, and made by Grantor, and all renewals,

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(Lofgren/Lofgren - Rev. 2/23/00)

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1 modifications, and extensions thereof, and also such further  
2 sums as may be advanced or loaned by Beneficiary to Grantor,  
3 or any of their successors or assigns, together with interest  
4 thereon at such rate as shall be agreed upon.

5 **TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR**  
6 **COVENANTS AND AGREES:**

7 **1. CONDITION OF PROPERTY:** To keep the property in  
8 good condition and repair; to permit no water thereof; to  
9 complete any building, structure or improvements being built  
10 or about to be built thereon; to restore promptly any  
11 building, structure or improvement thereon which may be  
12 damaged or destroyed; and to comply with all laws,  
13 ordinances, regulations, covenants, conditions and  
14 restrictions affecting the property.

15 **2. TAXES; ASSESSMENTS:** To pay before delinquency all  
16 lawful taxes and assessments upon the property; to keep the  
17 property free and clear of all other charges, liens, or  
18 encumbrances impairing the security of this Deed of Trust.

19 **3. INSURANCE:** To keep all buildings now or hereafter  
20 erected on the property described herein continuously insured  
21 against loss by fire or other hazards in an amount not less  
22 than their full insurable value. All policies shall be held  
23 by Beneficiary, and be in such companies as the Beneficiary  
24 may approve and have loss payable first to the Beneficiary as  
25 its interest may appear, and then to the Grantor. In case of  
26 damage or destruction from a peril insured against the  
27 proceeds of such insurance remaining after payment of the  
28 reasonable expense of procuring the same shall be devoted to  
restoration or rebuilding of such improvements within a  
reasonable time, unless Grantor elects that said proceeds  
shall be paid to Beneficiary for application on the purchase  
price. "Reasonable time" as used in this paragraph shall  
mean that the rebuilding of any improvement shall commence  
within sixty (60) days following date of loss and shall be  
completed within one hundred fifty (150) days following date  
of loss.

29 **4. DEFENSE OF PROPERTY:** To defend any action or  
30 proceeding purporting to affect the security hereof or the  
31 rights or powers of Beneficiary or Trustee, and to pay all

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1 costs and expenses, including cost of searching title and  
2 attorney's fees in a reasonable amount, in any such action or  
3 proceeding, and/or in any suit or nonjudicial foreclosure  
4 proceeding brought by Beneficiary to foreclose this Deed of  
5 Trust.

6 **5. PAYMENT OF FEES AND COSTS TO DEFEND:** To pay all  
7 costs, fees and expenses in connection with this Deed of  
8 Trust, including the expenses of the Trustee incurred, as  
9 provided by statute.

10 **6. FAILURE TO PAY TAXES, ASSESSMENTS:** Should Grantor  
11 fail to pay when due any taxes, assessments, insurance  
12 premiums, liens, encumbrances or other charges against the  
13 property hereinabove described, Beneficiary may pay the same,  
14 and the amount so paid, with interest at the rate set forth  
15 in the Note secured hereby, shall be added to and become a  
16 part of the debt secured in this Deed of Trust.

17 **IT IS MUTUALLY AGREED THAT:**

18 **1.** In the event any portion of the property is taken  
19 or damaged in an eminent domain proceeding, the entire amount  
20 of the aware or such portion as may be necessary to fully  
21 satisfy the obligation secured hereby, shall be paid to  
22 Beneficiary to be applied to said obligation.

23 **2.** By accepting payment of any sum secured hereby  
24 after its due date, Beneficiary does not waive its right to  
25 require prompt payment when due of all other sums so secured  
26 or to declare default for failure to so pay.

27 **3.** The Trustee shall reconvey all or any part of the  
28 property conferred 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

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1 Beneficiary, Trustee shall sell the trust property in  
2 accordance with the Deed of Trust Act of the State of  
3 Washington, at public auction to the highest bidder. Any  
4 person except Trustee may bid at Trustee's sale. Trustee  
5 shall apply the proceeds of the sale as follows: (1) to the  
6 expense of the sale, including a reasonable Trustee's fee and  
7 attorney's fee; (2) to the obligation secured by this Deed of  
8 Trust; (3) the surplus, if any, shall be distributed to the  
9 persons entitled thereto.

10 If Beneficiary exercises such option to accelerate,  
11 Beneficiary shall mail Grantor notice of acceleration as  
12 hereinabove provided. Such notice shall provide a period of  
13 not less than thirty (30) days from the date the notice is  
14 mailed within which Grantor may pay the sums declared due.  
15 If Grantor fails to pay such sums prior to the expiration of  
16 such period, Beneficiary may, without further notice or  
17 demand on Grantor, invoke any remedies permitted herein.

18 5. Trustee shall deliver to the Purchaser at the sale  
19 its deed, without warranty which shall convey to the  
20 Purchaser the interest in the property which Grantor had or  
21 had the power to convey at the time of his/her execution of  
22 this Deed of Trust, and such as he/she may have acquired  
23 thereafter. Trustee's deed shall recite the facts showing  
24 that the sale was conducted in compliance with all the  
25 requirements of law and of this Deed of Trust, which recital  
26 shall be prima facie evidence of such compliance and  
27 conclusive evidence thereof in favor of bona fide purchasers  
28 and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust  
and by Deed of Trust Act for the State of Washington is not  
an exclusive remedy; Beneficiary may cause this Deed of Trust  
to be foreclosed as a mortgage.

7. **DUE ON SALE:** If all or any part of the property or  
an interest therein is sold or transferred by Grantor without  
Beneficiary's prior written consent, excluding (a) the  
creation of a lien or encumbrance subordinate to this Deed of  
Trust, (b) the creation of a purchase money security interest  
for household appliances, (c) a transfer by devise, descent  
or by operation of law upon the death of a joint tenant or,  
(d) the grant of any leasehold interest of three (3) years or



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1 less not containing an option to purchase, Beneficiary may,  
2 at Beneficiary's option, declare all sums secured by this  
3 Deed of Trust to be immediately due and payable. Beneficiary  
4 shall have waived such option to accelerate if, prior to the  
5 sale or transfer, Beneficiary and the person to whom the  
6 property is to be sold or transferred reach agreement in  
7 writing that the credit of such person is satisfactory to  
8 Beneficiary and that the interest payable on the sums secured  
9 by this Deed of Trust shall be at such rate as Beneficiary  
10 shall request. This option to declare all sums due on sale  
11 shall not be exercised by Beneficiary if such exercise is  
12 prohibited by state or federal law.

13 8. In the event of the death, incapacity, disability  
14 or resignation of Trustee, Beneficiary may appoint in writing  
15 a successor trustee, and upon the recording of such  
16 appointment in the mortgage records of the county in which  
17 this Deed of Trust is recorded, the successor trustee shall  
18 be vested with all powers of the original trustee. The  
19 Trustee is not obligated to notify any party herein of  
20 pending sale under any other Deed of Trust or of any action  
21 or proceeding in which Grantor, Trustee or Beneficiary shall  
22 be party unless such action or proceeding is brought by the  
23 Trustee.

24 9. This Deed of Trust applies to, inures to the benefit  
25 of, and is binding not only on the parties hereto, but on  
26 their heirs, devisees, legatees, administrators, executors  
27 and assigns. The term Beneficiary shall mean the holder and  
28 owner of the Note secured hereby, whether or not named as  
Beneficiary herein.

10 10. Except for any notice required under applicable law  
11 to be given in another manner, (a) any notice to Grantor  
12 provided for in this Deed of Trust shall be given by mailing  
13 such notice by certified mail addressed to Grantor at its  
14 address hereinabove stated or at such other address as  
15 Grantor may designate by notice to Beneficiary as provided  
16 herein, and (b) any notice to Beneficiary shall be given by  
17 certified mail, return receipt requested, to Beneficiary's  
18 address stated herein or to such other address as Beneficiary  
19 may designate by notice to Grantor as provided herein. Any  
20 notice provided for in this Deed of Trust shall be deemed to



1 have been given to Grantor or Beneficiary when given in the  
2 manner designated herein.

3 11. Grantor shall be furnished a conformed copy of the  
4 Note and of this Deed of Trust at the time of execution or  
5 after recordation hereof.

6 IN WITNESS WHEREOF, Grantor has executed this Deed of  
7 Trust the day and year first above written.

8 Christopher Lofgren  
CHRISTOPHER LOFGREN  
9 Dina Lofgren  
DINA LOFGREN

10  
11 STATE OF WASHINGTON )  
12 County of Skagit ) ss.

13  
14 On this day personally appeared before me CHRISTOPHER  
15 LOFGREN and DINA LOFGREN, to me known to be the individuals  
16 described in and who executed the within and foregoing  
17 instrument, and acknowledged to me that they signed the same  
18 as their free and voluntary act and deed, for the uses and  
19 purposes therein mentioned.

20 GIVEN under my hand and official seal this 7th day of  
21 March, 2000.

22 THERESA E. YOUNG  
23 STATE OF WASHINGTON  
24 NOTARY PUBLIC  
25 MY COMMISSION EXPIRES 12-16-03

26 Theresa E. Young  
27 Notary Public in and for the State of  
28 Washington, residing at Anacortes.  
My commission expires 12-16-03.

