



200004030118

Kathy Hill, Skagit County Auditor
4/3/2000 Page 1 of 5 3:32:29PM



~~200003230115~~

Kathy Hill, Skagit County Auditor
3/23/2000 Page 1 of 5 3:29:53PM

Filed for Record at Request of:
Washington School Employees Credit Union
325 Eastlake Avenue East
Seattle, WA 98109-5466
Tax Parcel No.: 360433-1-001-0705
Title Order No.: SB-15784SM

Deed of Trust

ISLAND TITLE CO.

THIS DEED OF TRUST, made this 16 day of March, 2000, between
GRANTOR(S) Glen R. Smith and Candace M. Smith, Husband and Wife

5269 Wildlife Acres Sedro Woolley, Wa 98284

TRUSTEE(S) Island Title Company
839 S. Burlington Blvd. PO Box 670 Burlington, Wa 98233

and Washington School Employees Credit Union, Beneficiary, whose address is:
325 Eastlake Avenue East, Seattle, WA 98109-5466.

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

Abbreviated Legal Description:

NE NE, SEC. 33, T36N, R4EWM AND N/2 SE NE, SEC. 33, T36N,
R4EWM.

Full legal description attached.

****RE-RECORD TO CORRECT PARCEL "A" LEGAL DESCRIPTION****

which real property is not used principally for agriculture 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 the Grantor herein contained, and payment of the sum of **Fifty Thousand One Hundred Seventy Four and 02/100**** Dollars (\$ 50,174.02) 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 conveys 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 building 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 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 proceedings 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.

Member No: 94496 (continued on reverse side)

IT IS MUTUALLY AGREED THAT:

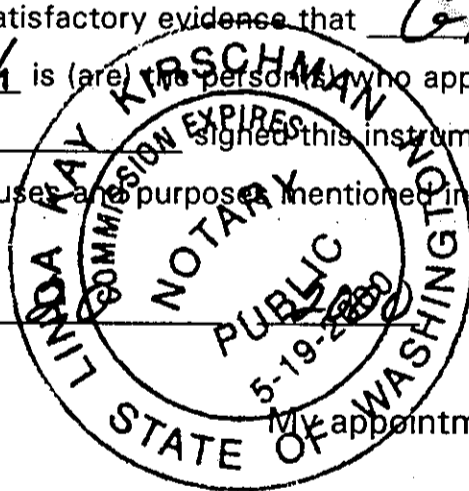
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to such obligation.
2. By accepting payment 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 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 or Trustee's authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (as amended) at public auctioned 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 this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place.
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 bonafide purchasers and encumbrancers 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 shall 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, insures 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.

X Glen R. Smith
 X Candace M. Smith

STATE OF WASHINGTON
 COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Glen R. Smith and Candace M. Smith is (are) 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 use and purpose mentioned in the instrument.

Dated March



Linda Kay Kirschman
Linda Kay Kirschman
 Notary Public

My appointment expires May 19, 2000

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 _____

Washington School Employees Credit Union

By _____
 Loan Services Representative

Mail reconveyance to _____

CU-367A Rev. 7/1998



200004030118
 Kathy Hill, Skagit County Auditor
 4/3/2000 Page 2 of 5 3:32:29PM



200005250015
 Kathy Hill, Skagit County Auditor
 3/23/2000 Page 2 of 5 3:29:53PM

SB-15874SM

EXHIBIT "A"

PARCEL A:

That portion of the Northeast Quarter of the Northeast Quarter of Section 33, Township 36 North, Range 4 East of the Willamette Meridian, and the North Half of the Southeast Quarter of the Northeast Quarter of Section 33, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said Section 33, said corner lying South $00^{\circ}08'06''$ East 2643.29 feet from the Quarter corner common to Sections 27 and 28 and North $85^{\circ}33'55''$ East 2543.34 feet from the Quarter corner common to Sections 28 and 33;
thence South $01^{\circ}31'53''$ West 331.51 feet to the Northeasterly terminus of the easement centerline recorded under Auditor's File No. 773111, records of Skagit County, Washington;
thence Southwesterly, along said easement centerline, the following courses and distances:

South $51^{\circ}11'53''$ West 222.74 feet to the beginning of a curve to the right;
thence Southwesterly, along said curve to the right, having a radius of 1250.00 feet, through an arc of $06^{\circ}25'50''$, a distance of 140.29 feet;
thence South $57^{\circ}37'43''$ West 160.43 feet to the beginning of a curve to the right;
thence Southwesterly along said curve to the right, having a radius of 228.71 feet, through an arc of $29^{\circ}24'00''$, a distance of 117.36 feet;
thence South $87^{\circ}01'43''$ West 28.92 feet to the beginning of a curve to the right;
thence Westerly, along said curve to the right, having a radius of 379.53 feet, through an arc of $17^{\circ}58'02''$, a distance of 119.02 feet;
thence North $75^{\circ}00'15''$ West 125.69 feet to the beginning of a curve to the left;

continued



200004030118

Kathy Hill, Skagit County Auditor

SB-15874SM

EXHIBIT "A"
Page 2

PARCEL A continued

thence Westerly, along said curve to the left, having a radius of 82.94 feet, through an arc of 71°45'51", a distance of 103.89 feet;
thence South 33°13'54" West 47.63 feet to the beginning of a curve to the left;
thence Southerly, along said curve to the left, having a radius of 64.40 feet, through an arc of 90°31'55", a distance of 101.76 feet;
thence South 57°18'01" East 64.52 feet to the beginning of a curve to the right;
thence Southeasterly along said curve to the right, having a radius of 707.17 feet, through an arc of 08°05'19" a distance of 99.83 feet;
thence South 49°12'42" East 162.85 feet to the beginning of a curve to the right;
thence Southerly, along said curve to the right, having a radius of 96.08 feet, through an arc of 86°15'18", a distance of 144.65 feet to the true point of beginning;
thence South 37°02'36" West 381.46 feet to the beginning of a curve to the left;
thence Southwesterly, along said curve to the left, having a radius of 614.32 feet, through an arc of 11°09'24", a distance of 119.62 feet;
thence South 25°53'12" West 59.61 feet;
thence South 84°09'27" East 570.00 feet;
thence, leaving said easement centerline, North 09°40'00" East 564.15 feet;
thence South 83°40'00" West 345.71 feet to the true point of beginning;

continued



200004030118

SB-15874SM

EXHIBIT "A"
Page 3

PARCEL B:

An easement for ingress, egress, and utilities recorded on August 25, 1972, under Auditor's File No. 773111, records of Skagit County, Washington;

ALSO an easement for ingress, egress and utilities recorded on July 11, 1973, under Auditor's File No. 787805, records of Skagit County, Washington.

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



200004030118

Kathy Hill, Skagit County Auditor

4/3/2000 Page 5 of 5 3:32:29PM