



200005230033

Kathy Hill, Skagit County Auditor

5/23/2000 Page 1 of 4 9:52:39AM

WHEN RECORDED RETURN TO

Name DONALD F. NELSON

Address 3500 - 188TH STREET S.W., SUITE 328

City, State, Zip LYNNWOOD, WA 98037-4716

FILED FOR RECORD AT REQUEST OF LARRY & KAREN RYGG

Deed of Trust

(For Use in the State of Washington Only)

Reference # (If Applicable): _____

Grantors (Seller): (1) Lawrence D. Rygg (2) Karen S. Rygg Additional on pg. N/A

Grantees (Buyer): (1) Jordan R. West (2) _____ Additional on pg. N/A

Legal Description (abbreviated): (2.86 AC) PORTION LOT 1 LYING EAST OF DIKE ROAD S/P#95-013 AF#9508040043 DK 3 DT 17 and (29.0 AC) PTN LOT 1 S/P#95-013 AF#9508040043 LY W OF DIKE ROAD & E OF RIVER IN S1/2 OF GOV LOT 9

_____ additional legal on Exhibit "A"

Assessor's Tax Parcel ID # 340431-0-007-0002 and 340336-0-017-0006

THIS DEED OF TRUST, made this 27 day of March 2000, between LAWRENCE D. RYGG and KAREN S. RYGG, Husband and Wife, GRANTORS, whose address is 17969 Dike Road, Mount Vernon, WA 98273-9589, FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, a corporation, TRUSTEE, whose address is 3500 - 188th St. S.W., Suite 300, Lynnwood WA, JORDAN R. WEST, BENEFICIARY, whose address is 14 - 155th Street S.E., Lynnwood, WA 98037, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

COMMON ADDRESS: 17969 Dike Road, Mount Vernon, WA 98273-9589

SEE EXHIBIT "A" ATTACHED HERETO,
AND BY THIS REFERENCE MADE A PART HEREOF.

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 (\$25,000.00)

TWENTY-FIVE THOUSAND AND NO/100 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 the 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 proceeding 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 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 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.
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.



200005230033

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 the 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 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.

9. "Due On Sale" Clause: Grantor agrees that if all or any part of the Property subject to this instrument, or any interest in it is sold or transferred or further encumbered, or if a beneficial interest in Grantor is sold or transferred if Grantor is not a natural person, without the prior written consent of the Beneficiary hereunder, the Beneficiary and/or Trustee on behalf thereof, may, in the sole discretion and option of Beneficiary, require, demand and receive payment in full of all then applicable sums secured hereby whether by acceleration or otherwise. Grantor is under an affirmative duty to notify Grantee in writing of any such sale, transfer, encumbrance or other applicable disposition of or as to the Property; and failure to do so shall toll any time period or deadline in which Grantee may or should have taken any action. Consent to any one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

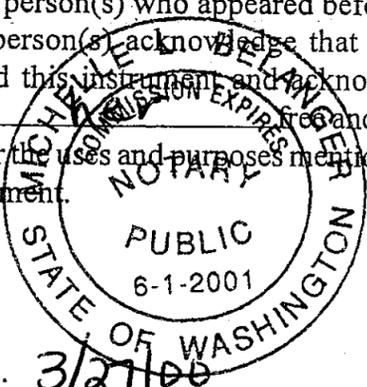
10. Grantor specifically agrees that upon any sale, by foreclosure or otherwise, of the Property subject to this Deed of Trust, the Grantor, together with his heirs or assigns, shall be deemed and shall be mere tenants at sufferance of the purchaser of said Property at the Trustee's Sale or other foreclosure sale, and that the said purchaser shall be entitled to immediate possession of the Property; and should Grantor fail to vacate the Property following any such sale, said purchaser and/or beneficiaries and/or Trustee shall have the non-exclusive right to bring an appropriate forcible entry and detainer action and/or unlawful detainer action as to Grantor and his heirs, invitees, tenants, spouses or assigns in their agreed status as tenants at sufferance; and Grantor agree to pay all attorneys fees and costs incurred in such action(s).

X Lawrence D. Rygg
LAWRENCE D. RYGG
X Karen S. Rygg
KAREN S. RYGG

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

I hereby certify that I know or have satisfactory evidence that Karen S. Rygg is the person(s) who appeared before me and said person(s) acknowledge that (She) signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

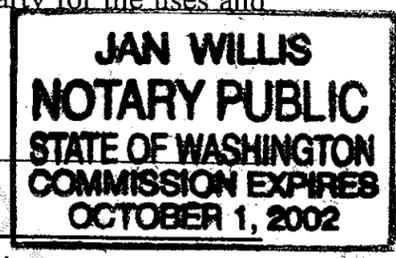


Dated: 3/27/00
Michelle L. Bekker
Notary Public in and for the State of Washington,
residing at Edson Woodley
My appointment expires 6-1-2001

I hereby certify that I know or have satisfactory evidence that LAWRENCE RYGG is the person(s) who appeared before me and said person(s) acknowledge that (he) signed this instrument, on oath stated that HE WAS authorized to execute the instrument and acknowledged it as the _____ of _____

to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 3.27.2000
Jan Willis
Notary Public in and for the State of Washington,
residing at SKAGIT COUNTY
My appointment expires 10.1.2002



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 _____



EXHIBIT "A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 1 of Skagit County Short Plat No. 95-013, approved July 26, 1995 and recorded August 4, 1995 as Auditor's File No. 9508040043 in Volume 12 of Short Plats at pages 12, 13 and 14, records of Skagit County, being a portion of the Southwest 1/4 of Section 31, Township 34 North, Range 4 East, W.M. and being a portion of the Southeast 1/4 of Section 36, Township 34 North, Range 3 East, W.M.;

EXCEPT from all of the above rights of way for the County roads commonly known as Dike Road and Hickox Road, AND ALSO EXCEPT the right of way for Dike District No. 3 as condemned in Skagit County Superior Court Cause No. 2982, AND ALSO EXCEPT the right of way for Drainage District No. 23 as condemned in Skagit County Superior Court Cause No. 14391, records of Skagit County, Washington, AND ALSO EXCEPT that portion, if any, lying within the right of way of Dike District No. 2.

EXHIBIT "A"


200005230033
Kathy Hill, Skagit County Auditor
5/23/2000 Page 4 of 4 9:52:39AM