

When Recorded Return to:
Ray M. Witzel
608 38th Street
Anacortes, WA 98221



200009150068
Skagit County Auditor
9/15/2000 Page 1 of 6 12:21:55PM

Island Title Company
Order No: BE4190 MKP

SB-16690 ✓

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this September 14, 2000

KENNETH R. WITZEL and JAME A. WITZEL, husband and wife
GRANTOR, whose address is

11017 Gundersen Lane Burlington WA 98233

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

RAY M. WITZEL, a married man, as his separate estate
BENEFICIARY, whose address is

608 38th Street, Anacortes, WA 98221

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: Parcel C, SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT SURVEY under Auditor's File No. 200002170052; being a ptn. of ~~SW~~ ^{SE}, Sec. 23, T36N, R4E, W.M. See legal description attached hereto and by reference made a part hereof. ***SE**

If subject property is sold, assigned, or transferred, the entire unpaid principal balance together with accrued interest shall become immediately due and payable.

Tax Account No.: 360423-3-001-0400 P116901

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 FIFTEEN THOUSAND FIVE HUNDRED FIFTY FOUR AND 54/100 (\$115,554.54) 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 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 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.

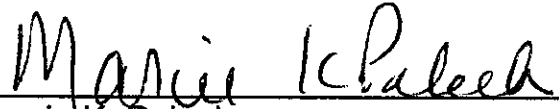
 9-14-00
KENNETH R. WITZEL Date

 9-14-00
JAME A. WITZEL Date

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that KENNETH R. WITZEL and JAME A. WITZEL 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: September 14, 2000


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

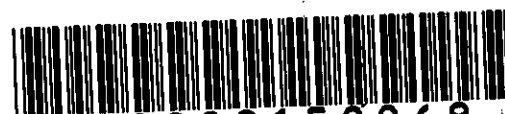


EXHIBIT A

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PARCEL 1:

Parcel C, SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT SURVEY, approved February 17, 2000, and recorded February 17, 2000, under Auditor's File No. 200002170052, records of Skagit County, Washington; being a portion of the Southeast Quarter of Section 23, Township 36 North, Range 4 East of the Willamette Meridian.

PARCEL 2:

An easement for ingress and egress, road, and utilities, over, under, and upon a strip of land being 30 feet in width in a portion of the Northeast Quarter in Section 26, Township 36 North, Range 4 East of the Willamette Meridian, said 30-foot strip lying 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Northeast Quarter;
thence South 89°50'00" West along the South line of said Northeast Quarter a distance of 1,292.65 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter;
thence continue South 89°50'00" West along said South line a distance of 19.65 feet;
thence North 01°13'14" West a distance of 231.54 feet to an intersection with the Northeasterly margin of the Prairie County Road, said intersection to be hereinafter referred to as Point "X";
thence South 48°47'45" East along said Northeasterly margin a distance of 116.36 feet to a point of curvature in said margin;
thence continue along said margin and along the arc of said curve to the left having a radius of 542.96 feet, through a central angle of 24°39'46" an arc distance of 233.72 feet to the true point of beginning of said 30-foot easement strip;
thence North 12°37'55" West a distance of 131.82 feet;
thence North 27°01'50" West a distance of 233.39 feet;
thence North 33°20'00" West a distance of 144.18 feet to a point of curvature;

thence along the arc of said curve to the left having a radius of 480 feet, through a central angle of 15°22'33" an arc distance of 128.81 feet to a point in said curve that is North 01°13'14" West a distance of 365.33 feet from before mentioned Point "X";
thence continue along said curve to the left having a radius of 480 feet, through a central angle of 18°47'49" an arc distance of 157.47 feet to a point of tangency;
thence North 67°30'22" West a distance of 118.65 feet to a point of curvature;
thence along the arc of said curve to the right having a radius of 230.00 feet, through a central angle of 29°47'36" an arc distance of 119.60 feet to a point of tangency;
thence North 37°42'46" West a distance of 199.22 feet to a point to be hereinafter referred to as Point "Y";

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, Skagit County Auditor

EXHIBIT "A"
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thence continue North 37°42'46" West a distance of 335.24 feet;
thence North 13°07'03" West a distance of 80.39 feet to an intersection with the North line of said Southwest Quarter of the Northeast Quarter and the terminus of said centerline.

PARCEL 3:

An easement for ingress, egress and utilities over, under and through a portion of the Southeast Quarter of Section 23, Township 26 North, Range 4 East, Willamette Meridian, described as follows:

Beginning at the Northeast corner of Parcel C after boundary adjustment as shown on Boundary Line Adjustment Survey for Tom Galbreath, recorded on February 17, 1991, under Auditor's File No. 200002170052, records of Skagit County, Washington;
Thence North 83°35'07" West along the North line of said Parcel C, a distance of 50.00 feet;
Thence North 12°09'14" East, a distance of 10.00 feet;
Thence South 73°14'00" East, a distance of 49.81 feet;
Thence South 83°49'09" East, a distance of 255.62 feet to the centerline of an existing road;
Thence South 00°26'09" East along said centerline, a distance of 20.13 feet;
Thence 83°49'09" West, a distance of 260.11 feet to the East line of said Parcel C;
Thence North 12°42'50" East, a distance of 19.12 feet to the point of beginning of this description.

PARCEL 4:

An easement for ingress, egress and utilities 60 feet in width over and existing road across Parcel B as delineated on Boundary Line Adjustment Survey, recorded on February 17, 2000, recorded under Auditor's File No. 200002170052, records of Skagit County, Washington, also delineated in a document entitled Easements and Agreement recorded on September 23, 1999, under Auditor's File No. 199909230052, records of Skagit County, Washington.

The North line of said easement is the North boundary of Parcel 3, herein described, extended Easterly and the South boundary being the South line of Section 23, Township 36 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington.

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 ____.

BY: _____

RETURN Full Reconveyance to the following parties:



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, Skagit County Auditor