



200010180085

Skagit County Auditor

10/18/2000 Page 1 of 3 3:25:57PM

AFTER RECORDING MAIL TO:

Name **TIMOTHY E. VAN LEEUWEN, CAROL VAN LEEUWEN**
Address
City, State, Zip
00063124
Filed for Record at Request of First American Title of Skagit County

DEED OF TRUST
(For use in the state of Washington only)

FIRST AMERICAN TITLE CO.

63124 E-3

THIS DEED OF TRUST, made this 12th day of October, 2000, between **MICHAEL D. RINDAL and JANET K. RINDAL, Husband and Wife**, GRANTOR, whose address is _____, **First American Title of Skagit County**, a California corporation, TRUSTEE, whose address is **P.O. Box 1667, Mount Vernon, WA 98273**, and **TIMOTHY E. VAN LEEUWEN and CAROL VAN LEEUWEN**, husband and wife, BENEFICIARY, whose address is _____.

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

See Exhibit A attached hereto and made a part hereof.

ABBREVIATED LEGAL: Section 32, Township 34, Range 4; Ptn. NW- NE

Assessor's Property Tax Parcel Account Number(s): **340432-0-075-0008 R29443, 340432-0-052-0005 R29405**

which real property is not used principally for agricultural or farming purposes, together with all 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 Twenty Five Thousand and 00/100 Dollars (**\$25,000.00**) 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 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 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 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 thereof 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 Trustees 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 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 purchasers 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 the death, incapacity or 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 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, inures 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.



Michael D. Rindal
MICHAEL D. RINDAL
Janet K. Rindal
JANET K. RINDAL

STATE OF WASHINGTON
 COUNTY OF Skagit } ss

I certify that I know or have satisfactory evidence that **MICHAEL D. RINDAL** and **JANET K. RINDAL** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/16/00

Ken M. Smith
 Notary Public in and for the State of Washington
 Residing at Mt. Vernon
 My appointment expires: 12/15/2001

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

Parcel "A":

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 657.39 feet East and 575.39 feet South of the Northwest corner of said subdivision; thence West parallel to the North line of said subdivision 147.45 feet; thence North 80 feet; thence East 147.45 feet to a point North of the point of beginning; thence South 80 feet to the point of beginning; EXCEPT that portion, if any, lying within the boundaries of that certain tract conveyed to Ole C. Noste, et ux, by Deed dated May 31, 1951, recorded June 28, 1951 under Auditor's File No. 462682.

Parcel "B":

The North 20 feet of the East 147.45 feet of the following described premises:

Those portions of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the North 1/4 corner of said Section 32, thence South 87 degrees 58'00" East along the North line of said section a distance of 657.39 feet; thence South 2 degrees 02'00" West a distance of 575.39 feet to the true point of beginning; thence North 87 degrees 58'00" West parallel to said North line of Section 32, a distance of 257.45 feet, more or less, to the Easterly margin of the Blodgett Road; thence South 23 degrees 49'00" East along said Easterly margin for a distance of 27.79 feet to an intersection with a line which is 600.40 feet South of and parallel to said North line of Section 32; thence South 87 degrees 58'00" East along said parallel line a distance of 193.18 feet, more or less, to an intersection with the Northerly extension of the Westerly line of that certain tract of land described in Quit Claim Deed to Erle R. Johnson and Marjorie L. Johnson, dated December 2, 1959, and recorded under Skagit County Auditor's File No. 589481; thence Southerly along said extended line a distance of 4.48 feet, more or less, to the Northwest corner of said Johnson Tract; thence South 89 degrees 58'00" East along the Northerly line of said Johnson Tract a distance of 52.23 feet, more or less, to a point which is South 2 degrees 02'00" West from the true point of beginning; thence North 2 degrees 02'00" East a distance of 29.49 feet, more or less, to the true point of beginning;

TOGETHER WITH that portion of said Northwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said subdivision, which is South 87 degrees East a distance of 657.39 feet from the North 1/4 corner of said Section 32; thence South 2 degrees 02' West a distance of 595.39 feet, more or less, to the Southeast corner of a tract described as Parcel "B" in a Deed to Nels Enderberg, et ux, recorded July 12, 1972 under Auditor's File No. 771042; thence North 87 degrees 58' West, along the South line of said Enderberg Tract a distance of 147.45 feet to the Southwest corner thereof, and the true point of beginning; thence South 2 degrees 02' West, a distance of 9.49 feet, more or less, to the North line of a tract conveyed to Wilfred J. Baumgardner, et ux, by instrument recorded April 23, 1959, under Auditor's File No. 579473; thence Easterly along the Northerly line of said Baumgardner Tract to the Northeast corner thereof; thence North 2 degrees 02' East, a distance of 9.49 feet, more or less, to the South line of said Enderberg Tract; thence North 87 degrees 58' West along the South line of said Enderberg Tract to the true point of beginning.



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