

AFTER RECORDING MAIL TO:  
GOLF SAVINGS BANK  
P.O. BOX 5857  
LYNNWOOD, WA 98046  
LOAN NO'S 10-13/DENALI PROPERTIES, LLC



200011210086  
, Skagit County Auditor  
11/21/2000 Page 1 of 5 3:24:11PM

ISLAND TITLE COMPANY

ADDITIONAL SECURITY  
DEED OF TRUST

(For use in the State of Washington only)

Escrow No. 201049  
Title Order No. 200010427

ACCOMMODATION RECORDING

THIS DEED OF TRUST, made this **November 13, 2000**, between

**RICHARD A. LUDWIGSEN and ROZETTA S. LUDWIGSEN, Husband and Wife**, GRANTOR,  
whose address is **200 112TH AVENUE NE, STE 200, BELLEVUE, WA 98004**

and

**STEWART TITLE INSURANCE CO.**, TRUSTEE,  
whose address is **18000 INTERNATIONAL BLVD. S., SUITE 510, SEATAC, WA 98188-**, and

**GOLF SAVINGS BANK, A WASHINGTON STOCK SAVINGS BANK**, BENEFICIARY,  
whose address is **P.O. BOX 5857, LYNNWOOD, WA 98046**

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

PARCEL A:

THAT PORTION OF TRACT 43, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF THE ROAD AS THE SAME EXISTED FEBRUARY 20, 1951, OVER AND ACROSS LOTS 38 TO 43, INCLUSIVE, OF SAID PLAT OF ANACO BEACH.

PARCEL B:

THAT PORTION OF TRACT 43, "ANACO BEACH", ACCORDING TO THE PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE WESTERLY LINE OF A ROAD AS THE SAME EXISTED FEBRUARY 20, 1951, OVER AND ACROSS LOTS 38 TO 43, INCLUSIVE, OF SAID PLAT OF ANACO BEACH,

TOGETHER WITH A GRANT OF EASEMENT FOR UTILITIES AS RECORDED APRIL 5, 1993, UNDER AUDITOR'S FILE NO. 9304050148.

Assessor's Property Tax Parcel/Account Number(s): 3858-000-043-0006

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 all of the promissory notes of even date herewith, payable to Beneficiary or order, and made by grantor, listed on Schedule A attached and incorporated herein by reference, according to their terms, 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 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, including all obligations contained in all the promissory notes described in Schedule A attached, and written request for reconveyance made by Beneficiary or the person entitled thereto. Beneficiary and Trustee shall not be required to reconvey this Deed of Trust unless all promissory notes listed in Schedule A are paid in full.

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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

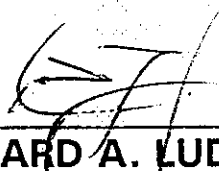
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed 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 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 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 an 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 notes secured hereby, whether or not named as Beneficiary herein.

Dated: November 13, 2000

  
RICHARD A. LUDWIGSEN

  
ROZETTA S. LUDWIGSEN



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Skagit County Auditor

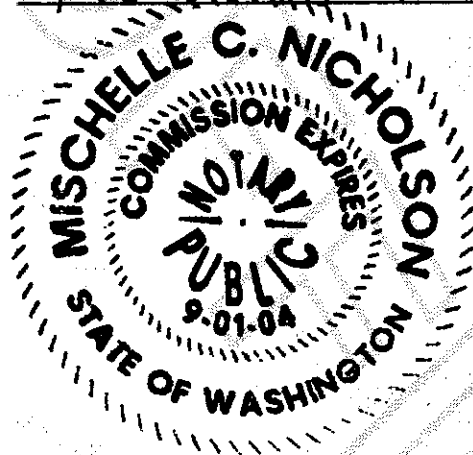
State of Washington

}ss.

County of Snohomish

I certify that I know or have satisfactory evidence that RICHARD A. LUDWIGSEN and ROZETTA S. LUDWIGSEN 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 uses and purposes mentioned in this instrument.

Dated: November 20, 2000



Michelle Nicholson

Notary Public in and for the State of Washington

Residing at Sammamish

My appointment expires 9-1-04

**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\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

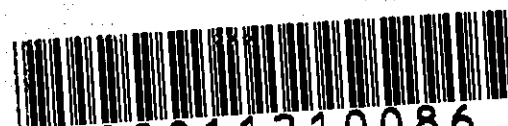


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, Skagit County Auditor

THE DEED OF TRUST TO WHICH THIS SCHEDULE A IS ATTACHED IS GIVEN  
TO SECURE FULL PERFORMANCE OF THE FOLLOWING LISTED PROMISSORY  
NOTES:

DENALI PROPERTIES #10	GOLF SAVINGS BANK	11/13/00	\$228,000.00
DENALI PROPERTIES #11	GOLF SAVINGS BANK	11/13/00	\$228,000.00
DENALI PROPERTIES #12	GOLF SAVINGS BANK	11/13/00	\$228,000.00
DENALI PROPERTIES #13	GOLF SAVINGS BANK	11/13/00	\$228,000.00



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Skagit County Auditor

STATE OF

County of

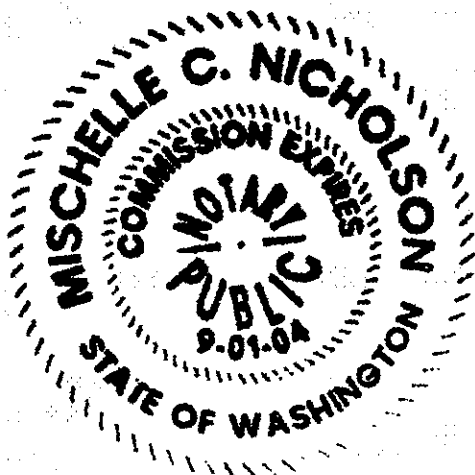
} ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Richard A. Ludwigsen and Rozetta S. Ludwigsen

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of November, 2000



Michelle Nicholson  
Notary Public in and for the State of  
residing at Sammamish  
My appointment expires 9-1-04



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, Skagit County Auditor