

WHEN RECORDED RETURN TO  
GEORGE KLEIN  
12326 HILLTOP ROAD  
ARLINGTON, WASHINGTON 98223



200012150048

, Skagit County Auditor

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## CHICAGO TITLE INSURANCE COMPANY

DEED OF TRUST  
(For Use in the State of Washington Only)

B17089 ✓ 311145

ISLAND TITLE CO.

THIS DEED OF TRUST, made this 8TH day of December, 2000 between  
TIMOTHY K. ALBERS, A MARRIED MAN

,GRANTOR,

whose address is  
C/O 13823 80TH ST S.E. SNOHOMISH, WA. 98290

CHICAGO TITLE INSURANCE CO. a corporation, TRUSTEE, whose address is  
3030 HOYT AVENUE, EVERETT, WASHINGTON 98201

and  
GEORGE KLEIN, AS HIS SEPARATE ESTATE

,BENEFICIARY

whose address is  
12326 HILLTOP ROAD, ARLINGTON, WASHINGTON 98223

### WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in SKAGIT County, Washington:

PTN NE SE, SEC. 6, T35N, R5EWM.

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS  
REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Tax Account Number: 350506-1-004-0002

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 ( \$107,250.00 ) ONE HUNDRED SEVEN THOUSAND TWO HUNDRED  
FIFTY AND 00/100 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.

DEDTRST/RDA/1199

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 costs 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 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 of it 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; 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 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 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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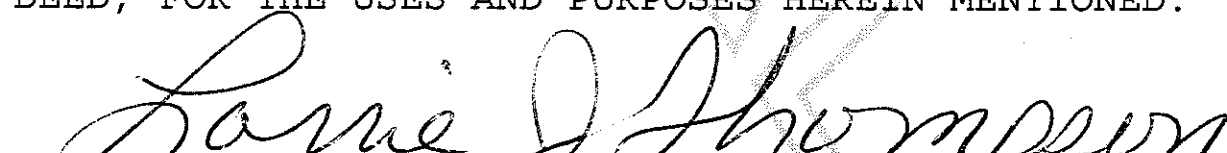
8. This Deed of Trust applies to inures to the benefit of, and is binding notonly on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

  
TIMOTHY K. ALBERS

STATE OF WASHINGTON  
COUNTY OF Snohomish

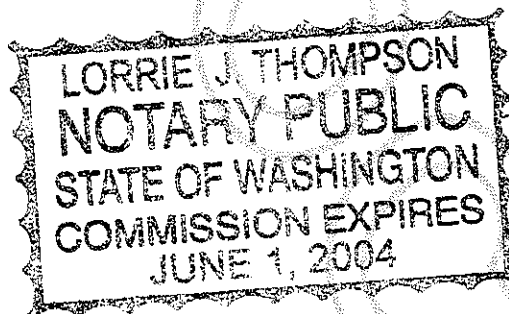
SS

ON THIS 12 DAY OF Dec, 2000 BEFORE ME, THE  
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY  
COMMISSIONED AND SWORN, PERSONALLY APPEARED  
Timothy K. Albers KNOWN TO ME TO BE THE INDIVIDUAL(S)  
DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT  
he SIGNED AND SEALED THE SAME AS his FREE AND VOLUNTARY ACT AND  
DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

  
NOTARY SIGNATURE

PRINTED NAME:

LORRIE J. Thompson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Snohomish  
MY COMMISSION EXPIRES ON 6-1-2004



#### 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 beerfully 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 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 not held by you thereunder.

Dated: \_\_\_\_\_



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Order No.: B17089

EXHIBIT "A"

PARCEL A:

The Southeast Quarter of the Northeast Quarter of Section 6, Township 35 North, Range 5 East of the Willamette Meridian.

PARCEL B:

An easement for road as granted to Scott Paper Company by instrument recorded August 4, 1964, under Auditor's File No. 654067, records of Skagit County, Washington.

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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