

AFTER RECORDING RETURN TO:

Ronald Kesselring
394 Pacific Highway
Burlington, Washington 98233



200102220103
Skagit County Auditor
2/22/2001 Page 1 of 5 4:11:03PM

DEED OF TRUST

Grantor: **BRUCE A. VAN DE GRIFT**

Grantee: **RONALD KESSELRING**

Abbreviated Legal Description: A Ptn of SE 1/4 of the NE 1/4 of Section 19, and a Ptn of the SW 1/4 of the NW 1/4 of Section 20, Township 34 North, Range 5 E, W.M., Skagit County, Washington (a complete legal description is on page 4 below)

Assessor's Tax Parcel ID#s: 340520-2-003-0004; 340519-1-008-0103

THIS DEED OF TRUST, is made effective this 20th day of February, 2001, among **BRUCE A. VAN DE GRIFT**, GRANTOR, whose address is 2310 Benham Road, Mount Vernon, Washington 98273; **CHICAGO TITLE INSURANCE COMPANY**, a corporation, TRUSTEE, whose address is 9709 - 3rd Avenue NE, Seattle, Washington 98115; and **RONALD KESSELRING**, BENEFICIARY, whose address is 394 Pacific Highway, Burlington, Washington 98233. 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 FOR LEGAL DESCRIPTION

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. The Real Property described herein is not used for agricultural purposes.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained and payment of the sum of **(\$100,000.00) One Hundred Thousand and No/100ths Dollars** with interest, in accordance with the terms of a promissory note dated December 30, 1995 payable to Beneficiary or order, and made by Grantor and Grantor's ex spouse, Lisa Van De Grift, 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 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 thereof. Trustee's deed shall recite the facts showing

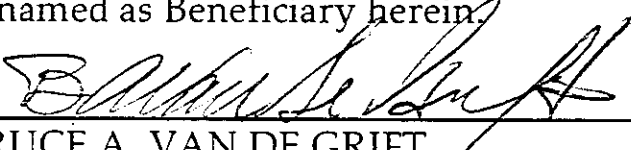


that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

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 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.

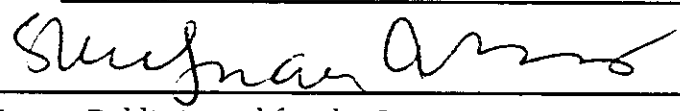


BRUCE A. VAN DE GRIFT

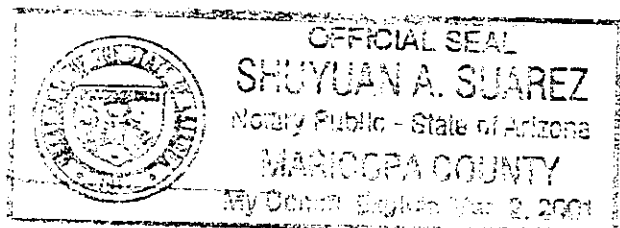
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **BRUCE A. VAN DE GRIFT** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated FEB. 21st 2001


Notary Public in and for the State
of Arizona, residing at Scottsdale
My Appointment Expires Mar. 2nd 2001



I certify that I know or have satisfactory evidence that _____ and _____ is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington, residing at _____
My Appointment Expires _____

UNOFFICIAL DOCUMENT

DOCS\356852\001\0214026.02



200102220103

, Skagit County Auditor

2/22/2001 Page 4 of 5 4:11:03PM

EXHIBIT "A"
LEGAL DESCRIPTIONS

Parcel A: The SW 1/4 of the NW 1/4 of Section 20, Township 34 North, Range 5 East, W.M. TOGETHER WITH a 20-foot roadway easement over and across the SE 1/4 of the NE 1/4 of Section 19, Township 34 North, Range 5 East, W.M., as more particularly described in document recorded under Skagit County Auditor's File No. 736353.

Parcel B: A tract situated in Section 19, Township 34 North, Range 5 East, W.M., described as follows: Beginning at the 1/16 corner on the North-South section line between Sections 19 and 20, Township 34 North, Range 5 East, W.M. (1/4 mile South of the section corner); thence S 0° 0' West along said North-South section line a distance of 550 feet to a point at the toe of fill on the B. A. Van De Grift access road; thence along the toe of the fill of said road (North 39° 00' West, 210 feet; North 23° 00' West, 130 feet; North 32° 00' West, 120 feet; North 54° 00' West, 300 feet) to a point on the Benham Road which is on the East-West line between the NE 1/4 - NE 1/4 and the SE 1/4 - NE 1/4 of Section 19, Township 34 North, Range 5 East, W.M.; thence due East along said line 500 feet, more or less, to the point of beginning.