



200102260126

, Skagit County Auditor

2/26/2001 Page 1 of 8 3:48:00PM

After Recording Mail to:

Name STILES & STILES, INC., P.S.
Address: P. O. Box 228
City/State: Sedro-Woolley, WA 98284

Grantor(s): WILLIAM A. STILES JR. and BETTY M. STILES
Grantee(s): WALTER F. OSTERHOUT and SHARON L. OSTERHOUT
Legal: Lot 5 Plat of "Avery Lane"

Tax Parcel # 4731-000-005-0000 (R114996)

LAND TITLE COMPANY OF SKAGIT COUNTY

095998

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of February, 2000 between WALTER F. OSTERHOUT and SHARON L. OSTERHOUT, husband and wife, GRANTORS, whose address is P. O. Box 808 Silverton, OR 97381, and LAND TITLE COMPANY OF SKAGIT COUNTY, TRUSTEE, whose address is P. O. Box 445 / 111 E. George Hopper Road, Burlington, WA 98233, and WILLIAM A. STILES, JR. and BETTY M. STILES, husband and wife, BENEFICIARY, whose address is 8286 Stiles Lane, Sedro Woolley, WA 98284.

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

Lot 5, "PLAT OF AVERY LANE", as per plat recorded in Volume 17 of Plats, pages 62 through 64, inclusive, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for road and utilities, over and across Tract "A" (Corporate Road) and Avery Lane as shown on the face of the plat.

Subject to exceptions as set forth in schedule B-1 under Land Title Insurance #P-95998 attached hereto.

Situate in the County of Skagit, State of Washington.

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 Forty Eight Thousand and 00/100----- Dollars (\$48,000.00) with eight and one-half percent (8.5%) interest, payable on demand 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 suite 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.



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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 attorneys 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 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.



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Dated: February 24, 2001.

Walter F. Osterhout
Walter F. Osterhout

Sharon L. Osterhout
Sharon L. Osterhout

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me
Walter F. Osterhout and Sharon L. Osterhout

To me known 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
Purposes therein mentioned.

GIVEN under my hand and official seal
This 24th day of February, 2001.

Notary Public in and for the State of Washington
Residing at: Sedro Woolley, WA
Commission Expires: 6-20-2002

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2000,

before me, the undersigned, a Notary Public in and for the
State of Washington, duly commissioned and sworn,

personally appeared _____, to me known
to be the President and Secretary, respectfully, of _____

The Corporation that executed the foregoing instrument and
acknowledged the said instrument to be the free and voluntary act
and deed of said corporation, for the uses and purposes therein
Mentioned, and on oath stated that they authorized to execute the
Said instrument, and that the seal affixed is the corporate seal of
said corporation.

Witness my hand and official seal hereto affixed the day
and year first above written.

Notary Public in and for the State of Washington
Residing at: _____
Commission Expires: _____

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 accrued 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 _____, 20____.



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Schedule "B-1"

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EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Avery Lane Community Association, a non-profit Washington Corporation
Purpose: For the ingress, egress, road, drainage and utilities
Area Affected: Avery Lane
Dated: October 21, 1985
Recorded: October 22, 1985
Auditor's No.: 8510220044

B. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington Corporation
Purpose: An underground electric transmission and/or distribution system
Area Affected: 60 foot wide private road known as Avery Lane (including cul-de-sac) as shown on Exhibit "A" attached
Dated: December 27, 1985
Recorded: January 20, 1986
Auditor's No.: 8601200034

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power and Light Company, a Washington Corporation
Purpose: An underground electric transmission and/or distribution system
Area Affected: Avery Lane and Avery Court
Recorded: April 4, 1994
Auditor's No.: 9404040156

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Eric Ralph Johnson and Julie Marie Johnson, husband and wife
Purpose: Ingress, egress and utility
Area Affected: Avery Lane and Avery Court
Dated: August 9, 1994
Recorded: August 17, 1994
Auditor's No.: 9408170047



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EXCEPTIONS CONTINUED:

E. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Brian L. Stiles and Dianne K. Stiles,
husband and wife and James Falconer and
Nancy Falconer, husband and wife
Purpose: For ingress, egress and utilities
Area Affected: Avery Lane (formerly known as Avery
Court)
Dated: October 4, 1994
Recorded: October 14, 1994
Auditor's No.: 9410140120

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: C. Wesley Richards and Jeanie M.
Richards, husband and wife
Purpose: Ingress, egress and utility
Area Affected: Avery Lane and/or Avery Court
Dated: December 21, 1994
Recorded: January 19, 1995
Auditor's No.: 9501190025

G. TERMS AND CONDITIONS OF ARTICLES OF INCORPORATION FOR AVERY
LANE COMMUNITY ASSOCIATION:

Recorded: February 8, 1996
Auditor's No.: 9602080032

H. Dedication shown on face of the Plat, as follows:

"...rights to make all necessary slopes for cuts and fills,
and the right to continue to drain said roads and ways over and
across any lot or lots, where water might take a natural course, in
the original reasonable grading of roads and ways shown hereon.
Following original reasonable grading of roads and ways hereon, no
drainage waters on any lot or lots shall be diverted or blocked
from their natural course so as to discharge upon any public road
right of way, or to Harper Road drainage. Any enclosing of
drainage waters in culverts or drains or rerouting shall be done by
and at the expense of such owner.

The cost of construction and maintaining all roads not herein
dedicated as county roads and all access roads to the plat, unless
the same are dedicated as county roads, shall be the obligation of
all of the owners of the lots in the plat and/or any additional
plats that may be served by said roads, streets, and/or alleys, and
that the obligation to maintain shall be concurrently the
obligation of any corporation in whom title of said roads, streets,
and/or alleys be held, in the event that the owners of any of these
lots or the corporate owners of any of the roads, streets and/or
alleys of this plat or any additional plats served by these roads,
streets, and/or alleys shall petition the board of County
Commissioners to include these roads, streets and/or alley in the
road systems, said petitioner shall be obligated to bring the same
to the county road standards in all respects prior to acceptance by
the county.



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EXCEPTIONS CONTINUED:

H. (continued):

Additionally, we hereby dedicate open space Tract E and the recreational trail system shown to the Avery Lane Community Association.

I. Utility Easement shown on the face of plat, as follows:

"An easement is hereby reserved for and conveyed to Puget Sound Energy, Cascade Natural Gas Corp., GTE Northwest, Northland Cable TV, and their respective successors and assigns under and upon the private street(s), if any, and the exterior ten (10) feet of all lots, tracts and spaces within the plat lying parallel with and adjoining all street(s) in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires with necessary or convenient underground or groundmounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated."

J. Notes shown on the Plat, as follows:

1. Road maintenance Agreement is recorded under Auditor's File No. 9905110006;
2. Zoning - Residential (R);
3. Water - Avery Lane Community Association;
4. Sewer - Avery lane Community Association;
5. No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District;
6. Change in location of access, may necessitate a change of address, contact Skagit County Permit Center.
7. Reserve land Tracts C, D, and F are set aside for future development as permitted by local, county, and state laws, ordinances and regulations.
8. Voluntary park impact fees of \$100.00 per lot shall be paid to the Skagit County Parks Department upon sale of each lot, except Lot 3.
9. For additional information regarding protected critical area easement affecting designated wetlands and geologically hazardous area - steep.

- continued -



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Schedule "B-1"

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EXCEPTIONS CONTINUED:

K. DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF EVERY
LANE PLANNED UNIT DEVELOPMENT PL #97-0201, AS FOLLOWS:

Executed By: William A. Stiles, Jr., et ux
Recorded: May 11, 1999
Auditor's No.: 9905110006



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