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Lawrence A. Pirkle
321 West Washington, Suite 300
Mt. Vernon, WA 98273



200104300038

, Skagit County Auditor

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DEED OF TRUST

(For Use in the State of Washington Only)

Grantor: BRADFORD HOLDINGS, L.L.C., a Washington Limited Liability Company

Grantee: TOM PARKER GENERAL AGENCY, INC.

Trustee: Land Title Company of Skagit County

Abbreviated Legal: SE 1/4 of section 5, T2N 36 N, Range 3 E6 + W1M

Assessor's Tax Parcel Number: 360305-4-002-0109 & 360305-4-002-0200

THIS DEED OF TRUST, made this 3rd day of April, 2001 between **GRANTOR**, BRADFORD HOLDINGS, L.L.C., a Washington Limited Liability Company, whose address is 200 West Gates Street, Mount Vernon, WA 98273, **LAND TITLE COMPANY OF SKAGIT COUNTY**, a Washington corporation, **TRUSTEE** whose address is PO Box 445, Burlington, Washington 98233 and **TOM PARKER GENERAL AGENCY, INC., BENEFICIARY**, whose address is 3214 Chicago Dr., Hudsonville, MI 49426.

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

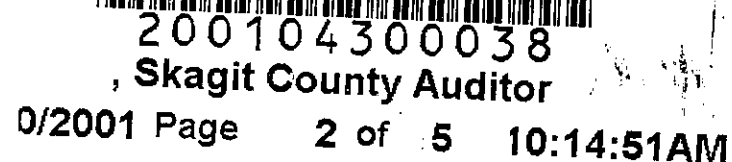
See attached Exhibit "A-1" and Exhibit "A-2" and incorporated herein by this reference.

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 Twenty Five Thousand Dollars (\$25,000) including 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 all 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 the Deed of Trust.



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 this _____ day of _____,



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EXHIBIT "A-1"

TAX Parcel No. 360305-4-002-0109

All that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, U.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
thence North 2 degrees 15'57" East along the East line of said Southeast 1/4, 2122.87 feet, to the true point of beginning;
thence North 89 degrees 03'49" West, 1519.19 feet;
thence South 36 degrees 00'00" West, 753.36 feet;
thence North 89 degrees 03'49" West 239.01 feet;
thence North 12 degrees 00'00" West, 273.00 feet;
thence North 36 degrees 00'00" East, 314.61 feet;
thence South 89 degrees 03'49" East, 1791.96 feet to a point on the East line of said Southeast 1/4;
thence South 2 degrees 15'57" West, along said East line, 318.25 feet, to the true point of beginning.

TOGETHER WITH all that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, U.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
thence North 2 degrees 15'57" East along the East line of said Southeast 1/4, 2441.12 feet;
thence North 89 degrees 03'49" West 490.03 feet to the true point of beginning;
thence continuing North 89 degrees 03'49" West 1301.93 feet;
thence North 36 degrees 00'00" West 151.23 feet to a point 60 feet South, as measured at right angles to the North line of said Southeast 1/4 of Section 5;
thence South 89 degrees 03'49" East, parallel with said North line, a distance of 1217.87 feet;
thence South 2 degrees 15'47" West a distance of 123.69 feet to the true point of beginning.

EXCEPTING THEREFROM all that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, U.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
thence North 2 degrees 15'57" East along the East line of said Southeast 1/4, 2122.87 feet, to the true point of beginning;
thence North 89 degrees 03'49" West, 490.03 feet;
thence North 2 degrees 15'57" East 318.25 feet;
thence South 89 degrees 03'49" East, 490.03 feet;
thence South 2 degrees 15'57" West along the East line of said Southeast 1/4 a distance of 318.25 feet to the true point of beginning.

TOGETHER WITH all beneficial rights of ingress, egress and utilities contained in Declaration of Covenants, Conditions, Restrictions, Easement and Road Maintenance as recorded September 27, 1989, under Auditor's File No. 8909270044.

Situate in the County of Skagit, State of Washington.



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EXHIBIT "A-2"

Assessor's Parcel No: P104267, 360305-4-002-0200

All that portion of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of said Southeast 1/4 of Section 5;
thence North 02°15'57" East, along the East line of said Southeast 1/4, 2,122.87 feet to the TRUE POINT OF BEGINNING;
thence North 89°03'49" West, 490.03 feet;
thence North 02°15'57" East, 318.25 feet;
thence South 89°03'49" East, 490.03 feet;
thence South 02°03'49" West, 318.25 feet to the TRUE POINT OF BEGINNING.
Situate in the County of Skagit, State of Washington.



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