

AFTER RECORDING MAIL TO:

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20388 Eric Street
Mount Vernon, WA 98277
(360) 416-6900



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Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

Reference No.:
Tax Parcel No./Account No.:
P42617/350714-0-020-0127

GRANTORS: TRAVIS FOX *P96862*
BENEFICIARY: ALFRED A. MASSINGALE

Deed of Trust

Karen Fox and

THIS DEED OF TRUST, made this 30th day of Mar, 2001, between Travis Fox, a single man/a married man as his separate property, **GRANTOR**, whose address is 40153 CAPE Horn Rd, Concrete wa 98237, Washington, and Alfred A. Massingale, a single man/a married man as his separate property, **BENEFICIARY**, whose address is 910 Bennett St Snohomish 98284, Washington, WITNESSETH: **GRANTOR** hereby bargain, sell and convey to Trustee in Trust, which **power of sale**, the following described real property in Skagit County, Washington: Land Title Co. Trustee

See attached Exhibit "A".

Assessor's Property Tax Parcel/Account Number(s):

P42617/350714-0-020-0127

which real property is used principally Primary Residence, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way 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 a maximum amount of One Hundred Fifteen Thousand Dollars (\$115,000.00) 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.

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



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DEED OF TRUST -2

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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 and related statutes 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 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.

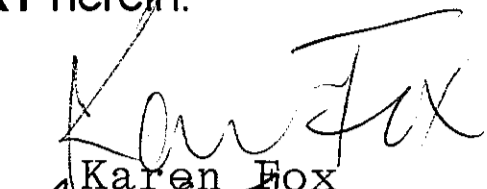
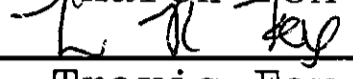
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy: **BENEFICIARY** may cause this Deed of Trust to be foreclosed as a mortgage.

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 **GRANTORS**, **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.

Date: 3-30-01


Karen Fox

Travis Fox

See attached for notary acknowledgement

Do not lose or destroy this Deed of Trust or the note which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



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STATE OF Washington)
) ss.
COUNTY OF Skagit)

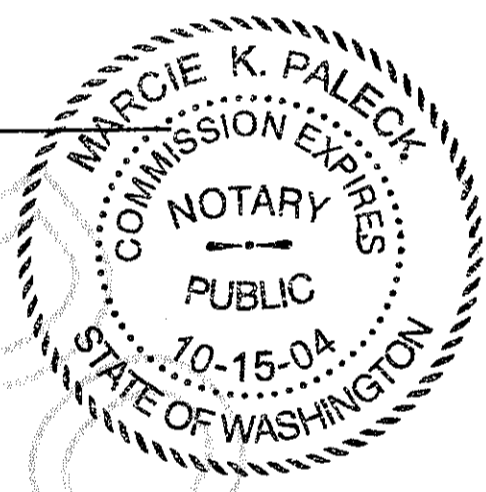
On this day personally appeared before me Travis Fox and Karen
Fox

to me known to be the individual(s) described in and who executed the within and
foregoing instrument and acknowledged to me that he/she/they signed the same as
his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 18th day of May, 2001.

Marcie Paleck MARCIE K. PALECK
Notary Public in and for the State of Washington,
residing at Mount Vernon

My appointment expires: October 15, 2004



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DESCRIPTION:

That portion of the following described tract lying Easterly of the East line of Jackson Street and said East line extended Northerly and Southerly as shown in the "MAP OF BESSEMER", as per plat recorded in Volume 2 of Plats, page 79, records of Skagit County, Washington;

EXCEPT the West 150 feet, lying North of the centerline of vacated Third Street AND ALSO EXCEPT the West 190 feet lying South of the center line of vacated Third Street.

That portion of Blocks 5 through 11, inclusive, and of vacated streets and alleys adjoining said Blocks of "MAP OF BESSEMER", Skagit County, Washington, as per plat recorded in Volume 2 of Plats, page 79, records of Skagit County, Washington (now vacated)

embraced within the following described tract:

Beginning at a point on the North line of the County Road, running along the South line of said premises, 30 feet East of West line of said Plat; thence East along the North line of said road 1040 feet, more or less, to the center line of Monroe Street; thence North along said center line 306 feet, more or less, to the center line of vacated Third Street; thence East along said center line 380 feet, more or less, to center line of vacated Madison Street; thence North along said center line 336 feet, more or less, to center line of vacated Fourth Street; thence West along said center line to a point 30 feet East of West line of the "MAP OF BESSEMER"; thence South to point of beginning; EXCEPT the North 150 feet of West 130 feet thereof, AND EXCEPT that portion, if any, lying East of the East line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Township 35 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.



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