



200107170111  
Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

Name Lester & Winifred Bradford,  
Address 2600 E. Division #78  
City, State, Zip Mount Vernon, WA 98274  
00065569

Filed for Record at Request of First American Title of Skagit County

FIRST AMERICAN TITLE CO.

**DEED OF TRUST**

(For use in the state of Washington only)

65569 E-2

THIS DEED OF TRUST, made this 12th day of July\*, 2001\*, between **MIKHAIL I. KAZAKOV and LARISA A. KAZAKOVA, Husband and Wife**, GRANTOR, whose address is 1415 Horton Lane, **MOUNT VERNON, WA 98273**, First American Title of Skagit County, a California corporation, TRUSTEE, whose address is P.O. Box 1667, Mount Vernon, WA 98273, and **LESTER E. BRADFORD and WINIFRED R. BRADFORD**, husband and wife, BENEFICIARY, whose address is

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 for legal description made a part hereof by this reference.

**ABBREVIATED LEGAL:** Section 15, Township 34, Range 4; Ptn. NE-SW

Assessor's Property Tax Parcel Account Number(s): 340415-0-015-0002 R24789

340415-3-014-0106

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

IF THE GRANTOR SELLS, CONVEYS OR ALIENATES THE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, ANY INDEBTEDNESS OR OBLIGATION SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Eighty Four Thousand and 00/100 Dollars (\$84,000.00) 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 thereof 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 Trustees 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 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 purchasers 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.

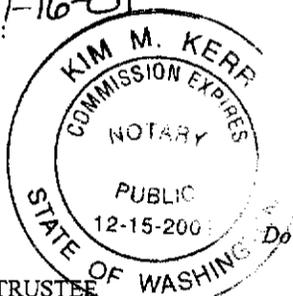
7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

\_\_\_\_\_  
MIKHAIL I. KAZAKOV  
\_\_\_\_\_  
LARISA A. KAZAKOVA

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss

I certify that I know or have satisfactory evidence that MIKHAIL I. KAZAKOV and LARISA A. KAZAKOVA are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7-16-01  


Keri M. Kerr  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 12/15/2001

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: \_\_\_\_\_

  
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### Schedule "C"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

**PARCEL "A":**

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the South line of said subdivision, that is 434 feet East of the Southwest corner thereof; thence Northerly along a line which would intersect the South line of the former Puget Sound and Cascade Railway Company right-of-way, at a point 412 feet Easterly of the intersection of said South line with the West line of said Northeast 1/4 of the Southwest 1/4, a distance of 587.5 feet; thence West 150 feet; thence Southerly to a point on the South line of said subdivision that is 150 feet West of the point of beginning; thence East to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across a strip of land approximately 16 feet in width, described as follows:

Beginning at a point on the South line of the County road which runs along the North line of said subdivision, 406 feet East of the West line of said subdivision; thence due South to the North line of the Puget Sound and Cascade Railway; thence East along said North line a distance of 16 feet; thence due North to a point on the South line of said County road which is 422 feet East of the West line of said subdivision; thence West along said South line 16 feet to the point of beginning.

ALSO, TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over the Easterly 16 feet of the following described tract:

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 34 North, Range 4 East W.M., lying East of the East line of that certain tract conveyed to Keith S. Johnson, et ux, by Deed recorded May 15, 1978, under Auditor's File No. 879518, South of the North line of the abandoned Puget Sound and Cascade Railway, North of the North line of that certain tract sold to James R. Burns, et ux, by instrument dated September 7, 1967 and recorded September 22, 1967, under Auditor's File No. 704744, extended East and West of the following described line:

Beginning at a point on the South line of the County road which runs along the North line of said subdivision, 406 feet East of its intersection with the West line of said subdivision; thence due South to the North line of the Puget Sound and Cascade Railway; thence East along said railway a dista



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Schedule "C" - continued

Commitment No. 00065569

beginning of the line to be described; said point being on the West line of that certain tract of land conveyed to Robert Shaffer, et ux, by Deed dated July 25, 1957, and recorded August 6, 1957, under Auditor's File No. 554570, records of Skagit County, Washington; thence South along said Shaffer tract to the Northwest corner of that certain tract conveyed to Robert E. Shaffer, et ux, by Deed recorded April 12, 1965 under Auditor's File No. 664712, records of Skagit County, Washington; thence South along said Shaffer tract to the Easterly extension of the North line of said Burns tract and the terminal point of said line.

PARCEL "B":

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 34 North, Range 4 East W.M., lying East of the East line of that certain tract of land conveyed to Keith S. Johnson, et ux, by Deed recorded May 15, 1978, under Auditor's File No. 879518, and East of the East line of that certain tract of land sold to James R. Burns, et ux, by instrument dated September 7, 1967, and recorded September 22, 1967, under Auditor's File No. 704744, and lying South of the North line of the abandoned Puget Sound and Cascade Transportation Co. (formerly Puget Sound and Cascade Railway Co.) conveyed to Lloyd E. Nelson, by Deed recorded March 30, 1945, under Auditor's File No. 379200, records of Skagit County, Washington, and lying North of the North line of that certain tract of land sold to William Walker, et ux, by instrument recorded January 31, 1966, under Auditor's File No. 678101, records of Skagit County, Washington, and North of said North line extended West and lying Westerly of the following described line:

Beginning at a point on the South line of the County road which runs along the North line of said subdivision, 406 feet East of its intersection with the West line of said subdivision; thence due South to the North line of the Puget Sound and Cascade Railway; thence East along said railway a distance of 16 feet to the true point of beginning of the line to be described; said point being on the West line of that certain tract of land conveyed to Robert Shaffer, et ux, by Deed dated July 25, 1957 and recorded August 6, 1957, under Auditor's File No. 554570, records of Skagit County, Washington; thence South along said Shaffer tract to the Northwest corner of that certain tract conveyed to Robert E. Shaffer, et ux, by Deed recorded April 12, 1965, under Auditor's File No. 664712, records of Skagit County, Washington; thence South along said Shaffer tract to the Westerly extension of the North line of the William Walker tract as described in instrument recorded under Auditor's File No. 678101, records of Skagit County, Washington, or until the Shaffer tract intersects the East line of the James R. Burns tract as set forth above, whichever occurs first, and the terminus of said line.

EXCEPTING from the above described premises, that portion thereof lying North of that certain tract conveyed to James R. Burns, et ux, by Deed dated September 7, 1967, and recorded September 22, 1967, under Auditor's File No. 704744, extended East.



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Schedule "C" - continued

Commitment No. 00065569

PARCEL "C":

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 34 North, Range 4 East W.M., described as follows:

Beginning at point on the South line of said subdivision that is 434 feet East of the Southwest corner thereof; thence Northerly along a line which would intersect the South line of the former Puget Sound and Cascade Railway Company right-of-way at a point 412 feet Easterly of the intersection of said South line with the West line of said Northeast 1/4 of the Southwest 1/4, which line bears North 2 degrees 58'11" West, a distance of 587.5 feet to the Northeast corner of that certain tract sold to James R. Burns, et ux, by instrument dated September 7, 1967 and recorded September 22, 1967, under Auditor's File No. 704744, records of Skagit County, Washington, and which point is the true point of beginning of this property description; thence North 89 degrees 24'04" West along the North line of said James R. Burns tract, and said North line extended, said North line being also the South line of that tract of land conveyed to Gary L. Curry and Jandrleen L. Curry, husband and wife, by instrument dated May 31, 1988 and recorded June 1, 1988, under Auditor's File No. 8806010027, records of Skagit County, Washington, a distance of 150.25 feet to the Northeasterly corner of Lot 15 of "THUNDERBIRD EAST THIRD ADDITION", as recorded June 17, 1983, in Volume 13 of Plats, pages 69 and 70, under Auditor's File No. 8306170021; thence North 2 degrees 59'39" West along the Northerly projection of the East line of said Lot 15 of the plat of "THUNDERBIRD EAST THIRD ADDITION", a distance of 12.02 feet; thence South 89 degrees 24'04" East along a line which is parallel to and 12.00 feet North of and at right angles to the North line of said James R. Burns tract, a distance of 172.92 feet, more or less, to the West line of that tract of land conveyed to Robert Shaffer, et ux, by Deed recorded April 12, 1965 under Auditor's File No. 664712, records of Skagit County, Washington, being also the East line of said Gary L. Curry tract; thence South 0 degrees 20'41" West along the West line of said Shaffer tract, a distance of 12.00 feet, more or less, to a point on the Easterly extension of the North line of said James R. Burns tract, said point being also the Southeast corner of said Gary L. Curry tract; thence North 89 degrees 24'04" West along said Easterly extension of the North line of said James R. Burns tract, a distance of 21.97 feet, more or less, to the true point of beginning.



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