200111010003
, Skagit County Auditor
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200109240164
, Skagit County Auditor
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AFTER RECORDING MAIL TO:

MR. AND MRS. WILSON

31035 229TH AVE. SE

BLACK DIAMOND, WA 98090

Re-record to add subordintion clause

LAND TITLE COMPANY OF SKAGIT COUNTY P-98089

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 14TH day of SEPTEMBER, 2001, between TERRI L. POTTER, A SINGLE PERSON GRANTOR(S), whose address is 22372 COOK ROAD, SEDRO WOOLEY, WA 98284 AND LAND TITLE COMPANY, TRUSTEE

whose address is 111 EAST GEORGE HOPPER ROAD, BURLINGTON, WA 98233 and WILBERT A. WILSON AND IRENE M.F. WRIGHT, HUSBNAD AND WIFE BENEFICIARY, whose address is .31035 229TH AVE. SE , BLACK DIAMOND, WA 98090

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in SKAGIT , County, Washington:

(LEGAL DESCRIPTION)

PARTIAL
PTN W ½ NE ¼ SW ¼, 23-35-4 E W.M.

FULL LEGAL ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

ASSESSOR'S PROPERTY TAX PARCEL /ACCOUNT NUMBER: 350423-3-004-0008

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(s) herein contained, and payment of the sum of THIRTY EIGHT THOUSAND, AND 00/100 Dollars ($38,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

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(s). 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(s) 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.

This ded of trust is second and subordinate to that certain deed of trust in favor of New Century Mortgage in the original amount of $114,000.00, dated 9-18-01, recorded 9/24/01 under Auditor's

File No. 200109240163, which shall be the Grantors obligation to pay according to the terms of said Deed of Trust any modifications thereto and the promissory note secured thereby.

6. Should Grantor(s) 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(s) 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(s) 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; and (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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 an action or proceeding in which Grantor(s), 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 his/her/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.

BY: Terri L. Potter
TERRI L. POTTER

BY:

APPROVED AND ACCEPTED

BOBBE M. PERCY
COMMISSION EXPIRES 2-9-02
NOTARY PUBLIC
STATE OF WASHINGTON

STATE OF Wash)
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Terri L. Potter (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/14/01

Bobbe M. Percy
Notary Public in and for the state of Wash
My appointment expires: 2/9/02

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:

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

Schedule "A-1" P-98089

DESCRIPTION:

The East ¼ of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 23, Township 35 North, Range 4 East, W.M.

EXCEPT the North 25 feet thereof conveyed to Skagit County for road purposes by deeds recorded August 24, 1894 and July 18, 1972 in Volume 28 of Deeds, page 671 and under Auditor's File No. 771240, respectively;

ALSO, EXCEPT that portion conveyed to the County of Skagit and the Sedro-Woolley Sub Flood Control Zone by deed recorded July 18, 1972 under Auditor's File No. 771241 and more particularly described as follows:

> A tract of land being 25 feet in width and lying on the West side adjacent to and parallel with the following described line:
>
> Beginning at a point on the North line of the Southwest ¼ of said Section 23, 462.44 feet West of the Northeast corner thereof;
> thence South 29°40'55" West 299.22 feet to the P.C. of a 15° curve to the left, said P.C. also being the TRUE POINT OF BEGINNING;
> thence following said 15° curve to the left, 197.67 feet to the P.T. of said 15° curve (said P.T. also being a point on the East line of the above described subdivision);
> thence South 0°01'57" West, along said East line, 882.00 feet, more or less, to a point on the South line of the Northeast ¼ of the Southwest ¼ of said Section 23 and the TERMINUS of this line description.

ALSO EXCEPT that portion conveyed to Skagit County by Right-of-Way Deed recorded September 23, 1999, under Auditor's File No. 199909230054 and more particularly described as follows:

Beginning at the Northwest corner of the above described parcel:

thence Southerly along the West line of said parcel a distance of 10.00 feet;
thence Easterly to a point on the East line of said parcel lying 12.00 feet Southerly of the Northeast corner of said parcel
thence Northerly along said East line to said Northeast corner and the South margin of Cook Road;
thence Westerly along the North line of said parcel and said margin to the point of beginning.

Situate in the County of Skagit, State of Washington

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON }SS
COUNTY OF SKAGIT

I, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in my office.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office this 31st day of October 2001

N. Brummett By Melinda Derossett
Auditor Deputy

200111010003
, Skagit County Auditor
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