

Return To: Horizon Bank PO Box 580 Bellingham, WA 98227-0580

LAND TITLE COMPANY OF SKAGIT COUNTY

Assessor's Parcel or Account Number: 360323-2-003-0001 Abbreviated Legal Description: 360323-2-003-0209

360323-2-003-0100 360323-3-003-0116

ptn S1/2 of NW1/4 & N1/2 of SW1/4 in 23-36-3 E W.M.

Trustee Westward [Include lot, block
Full legal description located on page 16 . Additional G

[Include lot, block and plat or section, township and range]

Additional Grantees located on page 2

[Space Above This Line For Recording Data] -

## DEED OF TRUST

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated together with all Riders to this document.

February 15, 2002

(B) "Borrower" is Robert L Matthews and Diane J Tjomsland, husband and wife

Borrower is the trustor under this Security Instrument. (C) "Lender" is Horizon Bank

0550002261

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 1/01

-6(WA) (0005).01 Page 1 of 15 MW 05/00 Initials VMP MORTGAGE FORMS - (800)521-7291



organized and existing under the laws of Lender's address is 1500 Cornwall Ave, Bellingham, WA 98225 Lender is a Washington Corporation,

1982000381				
Note, plus (ii) any amounts under Section 3 of this Security Instrument.				
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the				
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.				
value and/or condition of the Property.				
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the				
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the				
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid				
(L) "Escrow Items" means those items that are described in Section 3.				
transfers.				
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse				
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit				
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic				
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by				
charges that are imposed on Borrower of the Property by a condominium association, homeowners association or similar organization,				
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other				
non-appealable judicial opinions:				
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,				
(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,				
AA Rider Biweekly Payment Rider Other(s) [specify]				
Balloon Rider Planned Unit Development Rider 1-4 Family Rider				
Adjustable Rate Rider Condominium Rider Second Home Rider				
Riders are to be executed by Borrower [check box as applicable]:				
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following				
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.				
Property." (C) "I perm" memorial the debt evidenced by the Note alus interest any appreciate and lete character.				
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the				
Payments and to pay the debt in full not later than March 1, 2032				
Dollars (0.5, \$350,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic				
The Note states that Borrower owes Lender Three Hundred Fifty Thousand and no/100				
(E) "Note" means the promissory note signed by Borrower and dated				
. Trustee" is Westward Financial Services				
Lender is the beneficiary under this Security Instrument.				

FO.(8000) (AW)8-

Form 3048 1/01

d f to ≤ egsq :slettinl

MATS: 11 2/20/2002 Page 2 of 18 Skagit County Auditor

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

0550002261

**6(WA)** (0005).01

Page 4 of 15

Form 3048 1/01



2/20/2002 Page 3 of 18 11:27AM

time, or any additional or successor legislation or regulation that governs the same subject matter. As used implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its

loan" under RESPA. to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

not that party has assumed Borrower's obligations under the Note and/or this Security Instrument. (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or

Trustee, in trust, with power of sale, the following described property located in the : Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and TRANSFER OF RIGHTS IN THE PROPERTY

[Name of Recording Jurisdiction]

See Attached Legal Description [Type of Recording Jurisdiction]

County

[Street] which currently has the address of

[City] , Washington

360323-3-003-0116

3483 Mood Ln 360323-2-003-0001 36035 360323-2-003-0100

"Property Address"):

Security Instrument as the "Property." additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and TOGETHER WITH all the improvements now of hereafter erected on the property, and all

of record. Borrower warrants and will defend generally the title to the Property against all claims and the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform demands, subject to any encumbrances of record.

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

Form 3048 1/01

[ShoQ qiZ]

Bege 3 of 15

022000SSQT

property.

ro.(8000) (AWJa-

MATS: IT 4 of 18 2/20/2002 Page Skagit County Auditor 

Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

0550002261

-6(WA) (0005).01

Page 5 of 15

Initials:



lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on reporting service used by Lender in connection with this Loan.

review of any flood zone determination resulting from an objection by Borrower. payment of any fees imposed by the Federal Emergency Management Agency in connection with the reasonably might affect such determination or certification. Borrower shall also be responsible for the sug centification services and subsequent charges each time remappings or similar charges occur which determination, certification and tracking services; or (b) a one-time charge for flood zone determination require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of This insurance shall be maintained in the amounts (including deductible levels) and for the periods that other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. the Property insured against loss by fire, hazards included within the term "extended coverage," and any

coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance

Lender to Borrower requesting payment. at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might

shall name Lender as mortgagee and/or as an additional loss payee. for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as All insurance policies required by Lender and renewals of such policies shall be subject to Lender's

Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

GI to a age9

10.(8000) (AW)a-1922000290

Form 3048 1/01

2/20/2002 Page Skagit County Auditor 

hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

0550002261

-6(WA) (0005).01

Page 7 of 15

Initials:

Form 3048 1/01



2/20/2002 Page 7 of 18

11:27AM

2/20/2002 Page MATS: LL 81 to 8 70002202000

10.(8000) (AW)a- all

Form 3048 1/01

GI to 8 aga9

0220005591

insurance premiums).

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments using any source are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements

Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incut if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated to make separately designated to make separately designated to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for Mortgage Insurance ends in accordance with any written agreement between Borrower and I can be a considered for the contract of the contract reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Josephan Mortgage Insurance as a condition of making the Josephan Mortgage Insurance. required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss available, Borrower shall continue to pay to Lender the separately designated payments that where due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, non-refundable the fact that the Loan is ultimately paid in full, and Lender shall not be non-refundable, norwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be non-refundable, norwithstanding the fact that one work in a light of the payments of payments of payments of payments of payments and Lender shall not be non-refundable, norwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be non-refundable. mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially previously provided such insurance and Borrower was required to make separately designated payments the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that Lender agrees to the merger in writing.

10. Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the premium of the mortgage insurer that the mortgage is the mortgage insurer that the mortgage insurer that the mortgage insurer that the mortgage is the mortgage in the mortg

lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the

Any amounts disbursed by Lender this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

actions authorized under this Section 9. under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all attorneys, fees to protect its interest in the Property and/or rights under this Security Instrument, including secured position in a bankruptcy proceeding. Securing the Property includes, but includes, to ilmited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities rurned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not pure of the property of the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is frasconable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing Instrument, Lender's actions can include but are not limited to: (a) naving any coursed by a lient the Property I ender's actions can include but are not limited to: (a) naving any coursed by a lient the Property. (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

0550002261

-6(WA) (0005).01

Page 9 of 15



10.(8000) (AW)a-

Form 3048 1/01

Page 10 of 15

0650002261

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument to Array in connection with this Security Instrument shall be deemed to

direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted that the interest or other loan charges collected or to be collected in connection with the Loan exceed the If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so

fees that are expressly prohibited by this Security Instrument or by Applicable Law. fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge

Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific of the s 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with

Section 20) and benefit the successors and assigns of Lender. writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain

co-signer's consent. Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this

and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who

preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants

Successors in inferest of Borrower or in amounts less than the amount then due, shall not be a waiver of or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or amortization of the sums secured by this Security Instrument by reason of any demand made by the original any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower payment or modification of amortization of the sums secured by this Security Instrument granted by Lender 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for

applied in the order provided for in Section 2.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

are hereby assigned and shall be paid to Lender.

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of Borrower shall be in default it any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material dismissed with a ruling that, in the Bronger, are controlled in the Property or other material dismissed with a ruling that, in the Bronger, and a reference of the Property or other material dismissed with a ruling that, in the Bronger, and a reference of the Property or other material dismissed with a ruling that, in the Bronger, and a reference of the Property or other material dismissed with a ruling that, in the Bronger, and a reference of the Bronger, and a rule of the Bronger, and a ruling that is the property of the Bronger, and a ruling that is the property of the Bronger, and a ruling that is the property of the Bronger, and a ruling that is the property of the Bronger, and a ruling that is the property of the Bronger, and a ruling that it is the property of the Bronger, and a ruling that it is the property of the Bronger, and a ruling that it is the property of the Bronger of the Bron notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions,

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c)

0550002261

-6(WA) (0005).01

Page 11 of 15

Initials:



certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan serviced by a Loan Servicer other than the purchaser of the More will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to sny judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 28 shall be deemed to astisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or temoval action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Bortower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Bortower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

:alsitinl

čl to ≤l ags9

10.(8000) (AW)a-

Form 3048 1/01

20020220045 Skagit County Auditor S/20/2002 Page 12 of 18 11:27AM release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

- 23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.
- 24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

0550002261

-6(WA) (0005).01

Page 13 of 15

Form 3048 1/01



2/20/2002 Page 13 of 18

11:27AM

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

# ON THE ORDER MASHINGTON LAW. CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

	Name of the second			
10/1	Form 3048	4 01 15	Pags 1	10.(8000) (AW)8-gth
				e de la companya de l
		The second of th		
TOWer	og-		-Bottower	
(Seal)	)		(Seal)	
		and the second s	, p <sup>3</sup>	
		And the state of t		
TOWER			-Bottower	
(Seal)	,	3,**	(Seal)	
		ين		
		· • • • • • • • • • • • • • • • • • • •		
			The state of the s	
TOWer	og-		-Borrower	
(Seal)	) —		(Seal)	
		4 NURLCHIOCL O OUNTA		
(rower	-B0	biane l Tjomsland		×**
0	1	TYN MARKET		
	•		g de l'article de la company de la compa	
				All Control of the Co
rrower		Robert L Matthews	And the second	and the second s
(Seal)	Marino	Solou & Nove	)	
	-	" I TVO	·	Witnesses:
				The state of the s

19220009990

SOSOS SOSOS

## STATE OF WASHINGTON

County of Whatcom

On this day personally appeared before me Robert L Matthews and Diane J Tjoms Tand

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

GIVEN under my hand and official seal this /5/1/

day of February 2002.

nd for the State of Washington, residing at

My Appointment Expires on MHY/0, 2003

0550002261

-6(WA) (0005).01

Initials: RN

Page 15 of 15

#### PARCEL "A":

That portion of the South ½ of the South ½ of the Northwest ¼ of Section 23, Township 36 North, Range 3 East, W.M., lying East of the existing road extending over and across said fraction of Section, EXCEPT the South 100 feet thereof as measured along the East line thereof.

Situate in the County of Skagit, State of Washington.

#### PARCEL "B":

The South 100 feet of that portion of the South % of the South % of the Northwest % of Section 23, Township 36 North, Range 3 East, W.M., lying East of the existing road extending over and across said fraction of the Section, as measured along the East line thereof.

Situate in the County of Skagit, State of Washington.

#### PARCEL "C":

The North 315.34 feet (as measured along the East line thereof) of that portion of the North ½ of the Southwest ¼, lying Northeasterly and East of the road, as it existed on June 27, 1947, all in Section 23, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion thereof, if any, lying within the right of way of that certain 60 foot road conveyed to Skagit County by deed recorded November 14, 1956, under Auditor's File No. 544073,

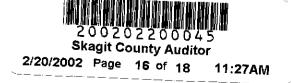
AND ALSO EXCEPT from the above-described Parcels "A", "B" and "C" any portion thereof lying Westerly of the following described line:

Beginning at the Northeast corner of said South ½ of the South ½ of the Northwest ¼ of Section 23, Township 36 North, Range 3 East, W.M., said point bearing South 1°24'10" East, 1,974.05 feet, from the Northeast corner of said Northwest ¼ (North ¼ corner);

thence South 89°29'19" West, 1,082.28 feet, along the North line of said South ½ of the South ½ of the Northwest ¼ to the point of beginning of said line description; thence South 1°24'10" East parallel with the East line of said

thence South 1°24'10" East parallel with the East line of said Northwest ¼, 558.14 feet, more or less, to the North line of the South 100.00 feet of said Northwest ¼;

- continued -



## PARCEL "C" continued:

thence South 89°28'56" West 211.45 feet; thence South 1°24'10" East 415.34 feet, more or less, to the South line of the North 315.34 feet (as measured along the East line thereof) of the North ½ of the Southwest ¼ of said Section 23, Township 36 North, Range 3 East, W.M., and being the terminus of said described line.

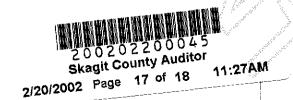
TOGETHER WITH non-exclusive easements for ingress, egress and utilities over, under and across the following described tracts:

## Easement "A":

A 60.00 foot wide easement for ingress, egress, utilities and maintenance thereof over, under and across portions of the above-described Parcel, being 30.00 feet left and 30.00 feet right of the following described centerline:

Beginning at the Northeast corner of said South ½ of the South ½ of the Northwest ¼ of said Section 23, Township 36 North, Range 3 East, W.M., said point being South 1°24'10" East 1,974.05 feet from the Northeast corner of said Northwest ¼ (North ¼ corner); thence South 89°29'19" West, 1,082.28 feet, along the North line of said South ½ of the South ½ of the Northwest ¼; thence South 1°24'10" East, 429.18 feet, to the centerline of an existing gravel drive and being the point of beginning of said centerline; thence South 78°43'17" West, 60.84 feet, to a point of intersection of two driveways, said point to be hereafter referred to as Point "A"; thence South 75°48'33" West, 80.33 feet; thence South 75°30'53" West, 131.68 feet; thence South 62°23'16" West, 79.25 feet; thence South 62°23'16" West, 79.25 feet; thence South 64°11'47" West, 58.03 feet; thence South 45°17'28" West, 11.06 feet, more or less, to the Easterly margin of the existing roadway shown on that certain Record of Survey recorded in Volume 9 of Surveys, page 21, records of Skagit County, Washington and being the terminus of said line.

- continued -



## PARCEL "C" continued:

## Easement "B":

A 50.00 foot wide easement for ingress, egress, utilities and maintenance thereof over, under and across portions of the above-described Parcel, lying 25.00 feet left and 25.00 feet right of the following described centerline:

Beginning at the aforementioned Point "A"; thence North 9°23'18" West 101.78 feet; thence North 81°09'01" East 74.71 feet, more or less, to the new property line established by Boundary Line Adjustment Deed recorded under Skagit County Auditor's File No. 200201240025, and being the terminus of said line.

## Easement "C":

An easement of varying widths for ingress, egress, utilities and drainfield purposes and maintenance thereof over, under and across portions of the above-described Parcels, lying 15.00 feet left and 15.00 feet right (or as additionally specified) of the following described centerline:

Beginning at the aforementioned Point "A"; thence North 9°23'18" West 111.78 feet to the point of beginning of said line; thence South 81°09'01" West, 168.31 feet; thence (with an easement width of 15.00 feet right and 50.00 feet left) South 73°27'55" West, 64.00 feet, to the terminus of said centerline.

The sidelines of the above-described Easements "A" and "B" shall be lengthened or shortened as necessary to conform to existing property lines.

Situate in the County of Skagit, State of Washington.

