

AFTER RECORDING MAIL TO:

Robert L. Matthews
P.O. Box 6
Bow, WA 98232



200204100012

Skagit County Auditor

4/10/2002 Page 1 of 4 8:46AM

Filed for Record at Request of
Land Title Company of Skagit County

Escrow Number: P-100429-E

DEED OF TRUST

LAND TITLE COMPANY OF SKAGIT COUNTY

(For use in the state of Washington only)

Grantor(s): John B. Wade, Gayle K. Smith

Grantee(s): Beneficiary - ROBERT L. MATTHEWS and DIANE J. TJOMSLAND, husband and wife, Trustee - Land Title Company of Skagit County

Abbreviated Legal: records of Skagit County, WA, 23, 36, 3

Additional legal(s) on page: 2

Assessor's Tax Parcel Number(s): 360323-2-003-0001, 360323-2-003-0100, 360323-2-003-

0300

THIS DEED OF TRUST, made this 8th day of March, 2002, between JOHN B. WADE, a single person and GAYLE K. SMITH, a single person, GRANTOR, whose address is 3479 Wood Lane, Bow, WA 98232, Land Title Company of Skagit County, TRUSTEE, whose address is P.O. Box 445/111 E. George Hopper Road, Burlington, WA 98233, and ROBERT L. MATTHEWS and DIANE J. TJOMSLAND, husband and wife, BENEFICIARY, whose address is P.O. Box 6, Bow, WA 98232, WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

PARCEL "A":

That portion of the South 1/2 of the South 1/2 of the Northwest 1/4 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 1/2 of the South 1/2 of the Northwest 1/4 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 1/2 of the Southwest 1/4, 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 Easterly of the following described line:

Beginning at the Northeast corner of said South 1/2 of the South 1/2 of the Northwest 1/4 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 1/4 (North 1/4 corner);
thence South 89°29'19" West, 1,082.28 feet, along the North line of said South 1/2 of the South 1/2 of the Northwest 1/4 to the point of beginning of said line description;
thence South 1°24'10" East parallel with the East line of said Northwest 1/4, 558.14 feet, more or less, to the North line of the South 100.00 feet of said Northwest 1/4;
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 1/2 of the Southwest 1/4 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 1/2 of the South 1/2 of the Northwest 1/4 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 1/4 (North 1/4 corner);
thence South 89°29'19" West, 1,082.28 feet, along the North line of said South 1/2 of the South 1/2 of the Northwest 1/4;
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 North 86°46'41" West, 131.68 feet;
thence South 75°30'53" West, 57.87 feet;
thence South 62°23'16" West, 79.25 feet;
thence South 88°54'35" West, 81.08 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.

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.

This Deed of Trust is Second and Subordinate to that Deed of Trust between the parties in the amount of \$132,000.00 being recorded under recording number 200204090163.

Robert Matthews

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

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of TWENTY TWO THOUSAND AND NO/100 Dollars (\$ 22,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act 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 had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and 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, 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, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby,



whether or not named as Beneficiary herein.

John B. Wade
Gayle K. Smith

STATE OF WASHINGTON }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that John B. Wade and Gayle K. Smith is the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 18th, 2002

Carrie Huffer

Notary Public in and for the State of WASHINGTON

Residing at Burlington

My appointment expires: 12/31/2003



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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Skagit County Auditor

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