



200205230142

Skagit County Auditor

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Filed for Record at Request of:
Washington School Employees Credit Union
325 Eastlake Avenue East
Seattle, WA 98109-5466
Tax Parcel No.: 360333-0-046-0002
Title Order No.: Wild

FIRST AMERICAN TITLE CO.
CL 3351346

Deed of Trust

THIS DEED OF TRUST, made this 9 day of May, 2002, between
GRANTOR(S) Tom E. Schmidt and Krista K. Bieren, Husband and Wife.

3351346

5474 Chuckanut Dr. Bow, Wa. 98232

TRUSTEE(S) Trustee Services
PO Box 2980 Silverdale, Wa. 98383-2980

and Washington School Employees Credit Union, Beneficiary, whose address is:
325 Eastlake Avenue East, Seattle, WA 98109-5466.

Witnesseth: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

See attached legal description

Abbreviated legal description:

PARCEL A: SE 1/4 OF NE 1/4 OF SEC. 33, T38N, R3E, WM, AND

PARCEL B: SE 1/4 OF NE 1/4 OF SEC. 33, T38N, R3E, WM.

which real property is not used principally for agriculture 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 the Grantor herein contained, and payment of the sum of **Eight Thousand Eight Hundred and 00/100**** Dollars (\$ **8,800.00**) 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 conveys 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 building 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 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 proceedings 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.

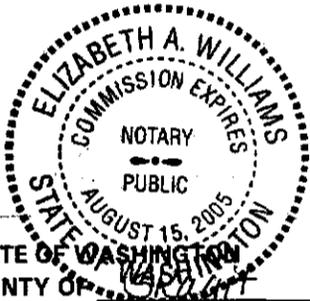
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

Member No: 9080

(continued on reverse side)

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to such 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 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 or Trustee's authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (as amended) at public auctioned the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place.
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 this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bonafide purchasers 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 shall 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, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



X Krista K. Bieren
 X Tom E. Schmidt

STATE OF WASHINGTON
 COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Krista K. Bieren and Tom E. Schmidt is (are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 13, 2002 Elizabeth A. Williams
 Notary Public **ELIZABETH A. WILLIAMS**
 My appointment expires August 15, 2005

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 _____, _____ **Washington School Employees Credit Union**
 By _____
 Loan Services Representative

Mail reconveyance to _____



EXHIBIT A

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 8 OF SAID SECTION 33; THENCE NORTH 89 DEGREES 52 MINUTES WEST A DISTANCE OF 82.5 FEET ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 8 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE PACIFIC NORTHWEST TRACTION COMPANY; THENCE NORTH 3.5 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT, WHICH POINT WILL HEREINAFTER BE KNOWN AS THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET; THENCE WEST A DISTANCE OF 92.5 FEET TO THE CENTERLINE OF THE FORMER COMMERCIAL AVENUE OF THE FORMER TOWN OF LADYSMITH, NOW VACATED; THENCE SOUTH ALONG SAID CENTERLINE A DISTANCE OF 150 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF THE FORMER AMPERE STREET OF SAID FORMER TOWN OF LADYSMITH; THENCE EAST ALONG THE CENTERLINE OF THE FORMER AMPERE STREET A DISTANCE OF 92.5 FEET TO THE POINT OF BEGINNING; BEING ALL OF LOTS 7, 8, 9, AND 10, BLOCK 8 OF THE FORMER TOWN OF LADYSMITH, TOGETHER WITH THE ABUTTING HALF OF THE FORMER COMMERCIAL AVENUE AND ABUTTING HALF OF THE FORMER AMPERE STREET.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESIRED AS FOLLOWS:

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EXHIBIT A
(continued)

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 8 OF SAID SECTION 33;
THENCE NORTH 89 DEGREES 52 MINUTES WEST A DISTANCE OF 82.5 FEET ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 8 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE PACIFIC NORTHWEST TRACTION COMPANY;
THENCE NORTH A DISTANCE OF 3.5 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT;
THENCE NORTH ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 150 FEET;
THENCE WEST A DISTANCE OF 92.5 FEET TO THE CENTERLINE OF THE FORMER COMMERCIAL AVENUE OF THE FORMER TOWN OF LADYSMITH, NOW VACATED; CONSIDERED HEREAFTER THE TRUE POINT OF BEGINNING;
THENCE SOUTH A DISTANCE OF 153.5 FEET;
THENCE WEST A DISTANCE OF 288 FEET;
THENCE NORTH A DISTANCE OF 153.5 FEET;
THENCE EAST A DISTANCE OF 288 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

PARCEL A: SE 1/4 OF NE 1/4 OF SEC. 33, T38N, R3E, WM, AND
PARCEL B: SE 1/4 OF NE 1/4 OF SEC. 33, T38N, R3E, WM.

Permanent Parcel Number: 360333-0-046-0002
TOM E. SCHMIDT AND KRISTA K. BIEREN,
HUSBAND AND WIFE

5474 CHUCKANUT DRIVE, BOW WA 98232
Loan Reference Number : 9080
First American Order No: 3351346



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