

WHEN RECORDED RETURN TO:
Estate of Ruby Marie Plancich
and John N. Plancich
c/o John P. Plancich
3830 - N.E. 195th
Seattle, WA 98155

Tax ID # P58136/P31696/P100989

Island Title Co.

C22255

DEED OF TRUST

CA

CINDA

THIS DEED OF TRUST, made this 7th day of June, 2002, between ROGER ANDERSON and ~~CYNTHIA~~ ANDERSON, GRANTORS, CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1800 Columbia Center, 701 5th Avenue, Seattle, Washington 98104, and ESTATE OF RUBY MARIE PLANCICH and JOHN N. PLANCICH, BENEFICIARY.

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

The West 1/2 of Lot 5 and all of Lots 6 and 7, in Block 1 of NORTHERN PACIFIC ADDITION TO ANACORTES, as per Plat recorded in Volume 2 of Plats, page 9, records of Skagit county, Washington

TOGETHER WITH,

That portion of the Burlington Northern Railroad right-of-way designated as Northern Pacific Railroad on the plat map of "NORTHERN PACIFIC ADDITION TO ANACORTES", as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Block 1 of said plat;
thence North 21°36'44" West along the Westerly line of said Block 1, a distance of 163.00 feet to the Northwest corner of said Block 1;
thence North 71°49'17" East along the Northerly line of said Block 1, a distance of 150.27 feet to the true point of beginning;
thence North 21°36'44" West, a distance of 142.71 feet; thence North 71°17'58" East, a distance of 18.72 feet; thence North 63°12'42" East, a distance of 56.53 feet; thence South 21°36'44" East, a distance of 151.36 feet to a point on the Northerly line of said Block 1;
thence South 71°49'17" West along the Northerly line of said Block 1, a distance of 75.14 feet to the true point of beginning.

** Please see attached for additional legal description*

Situate in the County of Skagit, State of Washington.

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 TWO HUNDRED SIXTY-SIX THOUSAND (\$266,000) DOLLARS 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.
7. The promissory note which this deed of trust secures shall be due and payable in full upon the sale or transfer of the subject property or any interest therein.

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



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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; (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 the 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 of proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action of 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.

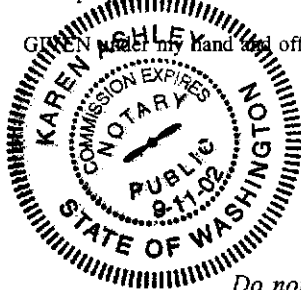
9. All sums secured by this Deed of Trust shall be immediately due and payable in the event the property, or any interest therein, is sold, transferred or conveyed.


Roger Anderson

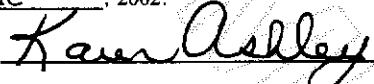

Cinda ~~Cinda~~ Anderson

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Roger Anderson and ~~Cinda~~ Cinda  Anderson, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 7th day of June, 2002.


Karen Ashley
Notary Public in and for the State of Washington,
Residing at Sedro-Woolley
My commission expires: 9/11/02

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 20__



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UNRECORDED
ALSO that portion of the following described tract "RR" which lies between the Northwestern extensions of the Southwesterly and Northeasterly lines of that certain tract of land conveyed to John N. Planich, et ux, by that certain Quit Claim Deed recorded July 6, 1988 as Auditor's File No. 8807060065, records of Skagit County, Washington.

TRACT "RR":

Tracts 1 and 2, PLATE 7 ANACORTES TIDELANDS in Section 14, Township 35 North, Range 1 East of the Willamette Meridian, and all that part of Tract 1, Plate 7 in Section 23, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the initial point of said Tract 1 of Section 23;
Thence West 305 feet;
Thence South 70°44' West 855 feet;
Thence South 23° East 112 feet;
Thence North 69°10' East 136 feet;
Thence North 70°53' East 533.5 feet;
Thence North 73°12' East 444 feet;
Thence North 17°45' East 32 feet to beginning.

EXCEPT and excluding from said Tracts 1 and 2, Plate 7, said Section 14, and said described portion of Tract 1, Plate 7, Section 23, and all that part thereof heretofore conveyed to the former Great Northern Railway Company, now Burlington Northern Railroad Company, and described as follows:

Commencing at the initial point of Tract 1, Plate 7, said Section 23;
Thence South 17°45' West, 32 feet;
Thence South 73°12' West 444 feet;
Thence South 70°53' West, 533 5/10 feet;
Thence South 69°10' West 136 feet;
Thence North 22°, no minutes West, 40 feet;
Thence Easterly in a direct line a distance of 970 feet to a point in Tract 1, Plate 7, Section 23, which point is 40 feet Northwesternly measured at right angles to the second course herein described;
Thence Northeasterly in a direct line a distance of 200 feet, more or less, to a point which bears North 17°45' East, 66 feet from the initial point of Lot one, Tract 1, Section 23;
Thence South 17°45' West, 66 feet to the place of beginning.

ALL Situated in Skagit County, Washington.



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