



200206120219  
Skagit County Auditor  
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WHEN RECORDED RETURN TO

Name G. Brian Paxton

Address P.O. Box 1722

City, State, Zip Mount Vernon, WA 98273



**LAND TITLE  
COMPANY**

FILED FOR RECORD AT REQUEST OF

## Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 4<sup>th</sup> day of April, between  
Michele Hampshire Messer, GRANTOR,  
 whose address is 31933 Carpenter Road, Lyman, WA 98263,  
 LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is P.O. Box  
 1225, Mount Vernon, Washington, and  
Hugh Allen Messer, BENEFICIARY,  
 whose address is \_\_\_\_\_,  
 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 Exhibit "A" attached hereto

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 Thirty-Five Thousand and no/100 Dollars (\$ 35,000.00) 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; (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 encumbrancers for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of 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.

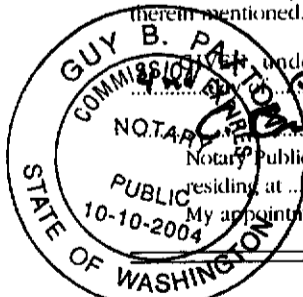
*Michele Hampshire Messer*  
 MICHELE HAMPSHIRE MESSER

STATE OF WASHINGTON }  
 COUNTY OF SKAGIT } ss.

On this day personally appeared before me  
**MICHELE HAMPSHIRE MESSER**

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

under my hand and official seal this  
 2002  
 Notary Public in and for the State of Washington,  
 residing at  
 My appointment expires: 10/10/04



STATE OF WASHINGTON }  
 COUNTY OF } ss.

On this day of before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and

to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,  
 residing at  
 My appointment expires:

**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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That portion of the Northeast quarter of Section 8, Township 35 North, Range 6 East, W.M., described as follows:

Commencing at an existing iron pipe at the Northwest corner of said Northeast quarter, said pipe being North 88° 35'26" West from the Northeast corner of said Section 8; thence South 1° 53'54" East along the West line of said Northeast quarter for a distance of 1949.08 feet; thence South 80° 24'58" East for a distance of 336.15 feet to the True Point of Beginning; thence continuing South 80° 24'58" East for a distance of 355.19 feet; thence South 1° 43'39" East for a distance of 596.30 feet to the South line of said Northeast quarter; thence South 89° 50'53" West along said South line for a distance of 349.40 feet; thence North 1° 43'39" West for a distance of 656.55 feet to the true point of beginning.

Easement for ingress and egress and utilities, 30 feet in width, the centerline of which is described as follows:

Commencing at an existing iron pipe at the Northwest corner of the Northeast quarter of Section 8, Township 35 North, Range 6 East, W.M., said pipe being North 88° 35'26" West from the Northeast corner of said Section 8; thence South 1° 53'54" East along the West line of said Northeast quarter for a distance of 1049.59 feet; thence South 59° 16'04" East for a distance of 81.46 feet to the true point of beginning of said centerline; thence North 40° 39'01" East for a distance of 75.54 feet; thence North 64° 35'21" East for a distance of 160.05 feet; thence North 82° 58'12" East for a distance of 90.47 feet; thence North 61° 49'02" East for a distance of 123.10 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 100.00 feet through a central angle of 46° 40'10", for an arc distance of 81.45 feet to a point of tangency; thence South 71° 30'48" East for a distance of 13.12 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 90.00 feet, through a central angle of 48° 29'35", for an arc distance of 76.17 feet to a point of tangency; thence North 59° 59'37" East for a distance of 174.52 feet; thence North 74° 11'17" East for a distance of 470.28 feet; thence North 79° 09'07" East for a distance of 110.92 feet; thence North 72° 47'15" East for a distance of 176.47 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 200.00 feet, through a central angle of 27° 44'18", for an arc distance of 96.83 feet to a point of tangency; thence South 79° 28'27" East for a distance of 43.24 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 270.00 feet, through a central angle of 63° 54'45", for an arc distance of 301.18 feet to a point of tangency; thence South 15° 33'42" East for a distance of 81.62 feet to the Westerly margin of the C.O.C. Road, (Also known as the Pipe Line Road), and the terminus of said easement centerline; AND ALSO

An Easement for ingress and egress and utilities, 30 feet in width, the centerline of which is also described as follows:

Beginning again at the true point of beginning of the above described Easement; thence South 40° 39'01" West along said centerline for a distance of 32.64 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 72.00 feet, through a central angle of 104° 57'00", for an arc distance of 131.88 feet to a point of tangency; thence South 64° 17'59" East for a distance of 192.64 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 80.00 feet, through a central angle of 66° 03'55", for an arc distance of 92.25 feet to a point of tangency; thence South 1° 45'56" West for a distance of 519.07 feet to a point of curvature; thence along the arc of said curve to the left, having a radius of 80.00 feet, through a central angle of 82° 10'54", for an arc distance of 114.75 feet to a point of tangency, said point to be hereinafter referred to as point "B"; thence South 80° 24'58" East for a distance of 1218.25 feet to an intersection with the Westerly margin of the C.O.C. Road, (Also known as the Pipe Line Road), which is the terminus of said easement; said point also to be hereinafter referred to as point "C"; AND ALSO an Easement for ingress and egress and utilities, which is described as follows:

Commencing at before mentioned point "B"; thence South 9° 35'02" West for a distance of 15.60 feet to the Southerly margin of the above described easement and the true point of beginning of this easement description; thence North 80° 24'58" West for a distance of 67.71 feet; thence North 1° 45'56" East to an intersection with the Southerly margin of the above described 30 foot easement; thence southeasterly along said Southerly margin to the true point of beginning and egress and utilities described as follows:



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Commencing at before mentioned point "C"; thence South  $9^{\circ} 26' 58''$  East along said Westerly margin of C.C.C. Road for a distance of 15.87 feet, to the Southeasterly corner of the above described 30 foot wide easement, said corner being the true point of beginning for this description; thence North  $80^{\circ} 24' 58''$  West along the Southerly margin of the above described easement for a distance of 508.27 feet; thence South  $55^{\circ} 58' 28''$  East for a distance of 72.50 feet to an intersection with a line which is 35.00 feet South of as measured at right angles from said Southerly margin of the above described easement; thence South  $80^{\circ} 24' 58''$  East along a parallel line for a distance of 452.6 feet to the Westerly margin of said C.C.C. Road (Also known as the Pipe Line Road); thence North  $9^{\circ} 26' 58''$  West along said Westerly margin for a distance of 31.73 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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