


When Recorded Return to:
JANET ROBBINS
1141 Lopez Lane
Burlington WA 98233


200210070142
Skagit County Auditor
10/7/2002 Page 1 of 4 11:32AM

Island Title Company
Order No: BE67174 MJJ
C24390 ✓

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this October 3, 2002

PHILLIP ZIMMERMAN and BARBARA ZIMMERMAN, husband and wife
GRANTOR, whose address is P.O. Box 1872 Mount Vernon WA 98273

Island Title Company, a Washington Corporation
TRUSTEE, whose address is 839 S Burlington Boulevard
P. O. Box 670, Burlington WA 98233
and

JANET M. ROBBINS, a single individual
BENEFICIARY, whose address is 1141 Lopez Lane, Burlington WA 98233

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

Portion of Government Lot 1, Section 26, Township 34 North, Range 4 East of the Willamette Meridian as more fully described in Exhibit "A" which is attached hereto and made a part hereof.

Tax Account No.: 340436-0-060-0001 P29937/340436-0-060-0109 P29939

It is covenanted and agreed that said real property includes as an improvement thereto and thereon that certain 1968 Schultze Mobile Home, 60 X 12, Vin No. M83988, License No. V28688. It shall not be severed or removed therefrom.

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 ONE HUNDRED THREE THOUSAND EIGHT HUNDRED EIGHTY EIGHT AND 03/100 (\$103,888.03) Dollars with interest, in accordance with 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 and 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 and 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 of 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 obligations 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 obligations 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 the 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 this Deed of Trust to be foreclosed as a mortgage.

7. In the event of 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 the 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.


PHILLIP ZIMMERMAN

10/4/02
Date



BARBARA ZIMMERMAN

10-4-02
Date

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that PHILLIP ZIMMERMAN and BARBARA ZIMMERMAN 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 therein mentioned in this instrument.

Dated: October 4, 2002


Marcia J. Jennings
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 10/5/2004

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 ____.

BY: _____

RETURN Full Reconveyance to the following parties:



EXHIBIT "A"

That portion of Government Lot 4, Section 36, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the Westerly line of Big Lake Boulevard as shown on the Plat of Big Lake Waterfront Tracts, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, and as said Westerly line existed on May 15, 1922, at a point 370 feet Southerly from where said Westerly line intersects the North line of said Government Lot four (4) said point of beginning being the Northeast corner of those premises conveyed to William Brusewitz by Deed dated May 15, 1922, filed July 5, 1923, as File No. 165842 and recorded in Volume 129 of Deeds at page 436;

Thence West parallel with the North line of said Government Lot 4 to a point 20 feet East of the West line of said Government lot;

Thence South parallel with the West line of said Government Lot to the North line of Tract "B" in said Plat of Big Lake Waterfront Tracts, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington;

Thence East along the North line of said Tract "B" to the Westerly line of said Big Lake Boulevard as shown on said Plat of Big Lake Waterfront Tracts and as said Westerly line existed on May 15, 1922;

Thence Northerly along said Westerly line to the point of beginning;

EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated May 23, 1947, filed May 26, 1947, as File No. 404830 and recorded in Volume 218 of Deeds at page 328.

PARCEL B:

That portion of Government Lot 4, In Section 36, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the West side of Big Lake Boulevard as shown on Plat of BIG LAKE WATER FRONT TRACTS, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, said point being 195 feet Southerly from where said West line of Big Lake Boulevard crosses the North line of said Lot 4;

Thence Southerly along the West line of said Big Lake Boulevard 139 feet;

Thence West on a line parallel with the North lot line of said Lot 4 to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the true point of beginning of the tract herein described;

Thence Southerly along said West line 25 feet to the Southeast corner of that certain tract conveyed to Call J. Emrick, et ux, by deed dated September 29, 1980, recorded September 30, 1980, under Auditor's File No. 8009300034;

Thence West along the South line of said Emrick tract 82 feet;

Thence Northeasterly in a straight line to the true point of beginning.

Situated in Skagit County, Washington.