

FILED FOR RECORD AT REQUEST OF
WHEN RECORDED RETURN TO:
ROGER E. RAHLFS
150 NICKERSON STREET, SUITE 201
Seattle, WA 98109



200211270274
Skagit County Auditor

11/27/2002 Page 1 of 7 4:02PM

0103814
LAND TITLE COMPANY OF SKAGIT COUNTY

Deed of Trust
(For Use in the State of Washington Only)

Tax Parcel ID#340901-2-001-0617/340902-1-001-0618/340901-0-009-0118/

THIS DEED OF TRUST IS DATED NOVEMBER 19, 2002, among and MICHAEL GOODMAN AND DOREEN GOODMAN husband and wife (as to Parcel 1), and SARAH R. GOODMAN, a single woman (as to Parcel 2), whose mailing address is 12106 SR 530, Rockport, WA 98283 (referred to below as "GRANTOR": PAUL F. BLAUERT, TRUSTEE OF THE PAUL F. BLAUERT AND SANDRA F. BLAUERT CHARITABLE REMAINDER UNITRUST, whose mailing address is 18303 17th Place NW, Shoreline, WA 98177 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"): and ROGER E. RAHLFS, Attorney at Law, whose mailing address is 150 Nickerson Street, Suite 201, Seattle, WA 98109 (referred to as "Trustee").

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

LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE A "Parcel 1" SCHEDULE A "Parcel 2" AND INCORPORATED HEREIN BY THIS REFERENCE.

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 FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by

PARCEL 1

Schedule "A-1"

P-103814-S

DESCRIPTION:

That portion of Sections 1 and 2, Township 34 North, Range 9 East, W.M., being more particularly described as follows:

Beginning at the North $\frac{1}{4}$ corner of said Section 1;
thence North $89^{\circ}20'18''$ West along the North line of said Section 1 a distance of 1,361.11 feet to the Westerly margin of the County road known as East Sauk Road;
thence South $12^{\circ}34'11''$ East along said Westerly margin a distance of 630.00 feet to the true point of beginning;
thence North $12^{\circ}34'11''$ West along said Westerly margin a distance of 630.00 feet to the intersection with the North line of said Section 1;
thence North $89^{\circ}20'18''$ West a distance of 353.50 feet;
thence South $12^{\circ}34'11''$ East a distance of 598.68 feet;
thence North $89^{\circ}15'41''$ West a distance of 725.23 feet;
thence North $12^{\circ}34'11''$ West a distance of 168.91 feet;
thence North $89^{\circ}15'41''$ West a distance of 3,490 feet, more or less, to the intersection with the line of ordinary high water on the Easterly bank of the Sauk River;
thence Southerly along said line of ordinary high water a distance of 200 feet, more or less, to a point which bears North $89^{\circ}15'41''$ West from the true point of beginning;
thence South $89^{\circ}15'41''$ East a distance of 4,670 feet, more or less, to the true point of beginning.

(Also known as Lot 1, Sauk River Sites, recorded in Volume 15 of Surveys, page 18, records of Skagit County, Washington.)

Situate in the County of Skagit, State of Washington.



200211270274
Skagit County Auditor

DESCRIPTION:

That portion of Sections 1 and 2, Township 34 North, Range 9 East, W.M., being more particularly described as follows:

Beginning at the North $\frac{1}{4}$ corner of said Section 1;
 thence North $89^{\circ}20'18''$ West along the North line of said Section 1, a distance of 1,361.11 feet to the Westerly margin of the County Road known as East Sauk Road;
 thence South $12^{\circ}34'11''$ East along said Westerly margin, 630.00 feet to the true point of beginning;
 thence continue along said Westerly margin South $12^{\circ}34'11''$ East 590.00 feet;
 thence North $89^{\circ}15'41''$ West 353.61 feet;
 thence North $12^{\circ}34'11''$ West, 559.17 feet;
 thence North $89^{\circ}15'41''$ West, 725.23 feet;
 thence South $12^{\circ}34'11''$ East, 167.90 feet;
 thence North $89^{\circ}15'41''$ West, 3,700 feet, more or less, to the intersection with the line of ordinary high water on the Easterly bank of the Sauk River;
 thence in a Northerly direction along said line of ordinary high water, 200 feet, more or less, to a point which bears North $89^{\circ}15'41''$ West from the true point of beginning;
 thence South $89^{\circ}15'41''$ East, 4,670 feet, more or less, to the true point of beginning. (Also known as Lot 4 of the survey of Sauk River Sites, as recorded November 1, 1993, under Auditor's File No. 9311010084.)

TOGETHER WITH an easement 60.00 feet wide for ingress, egress and utility purposes over, under, across and through that portion of the Northwest $\frac{1}{4}$ of Section 1, Township 34 North, Range 9 East, W.M., lying 30.00 feet on each side of the following described centerline:

Beginning at the North $\frac{1}{4}$ corner of said Section 1;
 thence North $89^{\circ}20'18''$ West along the North line of said Section 1, a distance of 1,361.11 feet to the Westerly margin of the County road known as East Sauk Road;
 thence South $12^{\circ}34'11''$ East, along said Westerly margin, a distance of 630.00 feet to the true point of beginning of said centerline;
 thence North $89^{\circ}15'41''$ West, a distance of 750.00 feet to the terminus of this centerline.

Situate in the County of Skagit, State of Washington.



200211270274

Skagit County Auditor

11/27/2002 Page

3 of

7 4:02PM

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 of 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.

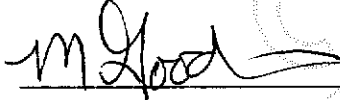
7. In the event of the death, incapacity, disability, or



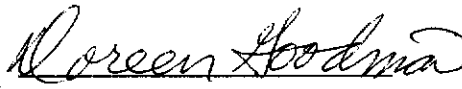
resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale upon 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.

As to Parcel 1:



MICHAEL GOODMAN



DOREEN GOODMAN

As to Parcel 2:



SARAH R. GOODMAN,

by Doreen Elizabeth Goodman,
her attorney in fact

STATE OF WASHINGTON)

: ss.

County of KING)

I hereby certify that I know or have satisfactory evidence that MICHAEL GOODMAN, DOREEN GOODMAN, AND ~~SARAH R. GOODMAN~~ are the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 19, 2002


Elizabeth M. Blauert

Notary Public in and for the State of Washington,
residing at Shoreline, My appointment expires 10-30-04.



STATE OF WASHINGTON,
County of ~~King~~ Bing ss.

On this 19th day of November 2002, before me personally appeared Doreen Elizabeth Goodman to me known to be the individual who executed the foregoing instrument as Attorney in fact for SARA R. GOODMAN and acknowledged that she signed the same as her free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and seal this 19th day and year last above written.

[Signature]
Notary Public in and for the State of Washington,
residing at Spokane



ACKNOWLEDGMENT, ATTORNEY IN FACT
Form No. W-13

