



200212180104

Skagit County Auditor

12/18/2002 Page 1 of 4 3:20PM

AFTER RECORDING MAIL TO:

Name

Address

City, State, Zip

Filed for Record at Request of:

First American Title
Insurance Company

FIRST AMERICAN TITLE CO.

DEED OF TRUST

(For use in the state of Washington only)

GRANTOR(S): Additional on page:

GRANTEE(S): Additional on page:

TRUSTEE:

LEGAL DESCRIPTION (abbreviated): Gov Lots 3 & 4 of Section 18, Township 36, Range 4

ASSESSOR'S TAX PARCEL ID#: 360418-0-005-0200 P115716, 360418-0-004-0000 P49370, 360418-0-005-0108 P49372

THIS DEED OF TRUST, made this 9th day of December, 2002, between **GREG A. INGMAN and BARBARA A. INGMAN, Husband and Wife**, GRANTOR, whose address is **15808 BOW CEMETERY ROAD, BOW, WA 98232**, **First American Title Company**, a corporation, TRUSTEE, whose address is **1301 B Riverside Drive, Mount Vernon, WA 98273**, and **JOHN PETH & SONS, INC.**, 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 B attached hereto and made a part hereof.

Assessor's Property Tax Parcel Account Number(s): 360418-0-005-0200 P115716, 360418-0-004-0000 P49370, 360418-0-005-0108 P49372

which real property is not used principally for agricultural or farming purposes, together with all 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 Twenty-Eight Thousand And 00/100 Dollars (\$128,000.00)** 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.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **December 1**, 2007

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

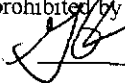
as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose 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. DUE ON SALE: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.



Grantor (Initials)



Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 said obligation.

9. 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.

10. The Trustees 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.

11. 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 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.

12. 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 purchasers and encumbrances for value.

13. 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.

14. In the event of the death, incapacity or 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.


15. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

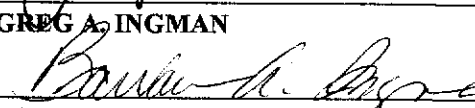
16. ADDITIONAL TERMS AND CONDITIONS: (Check One)

- a. ☒ NONE
b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(NOTE: If neither a nor b is checked, then option "a" applies)

Dated: 12/18/02



GREG A. INGMAN


BARBARA A. INGMAN



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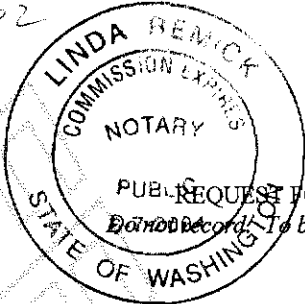
Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF Skagit

} ss

I certify that I know or have satisfactory evidence that **GREG A. INGMAN and BARBARA A. INGMAN** are the persons who appeared before me, and said persons acknowledged that **he/she/they** signed this instrument and acknowledged it to be **his/her/their** free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-18-02



Linda Remick
Notary Public in and for the State of Washington
Residing at Sturgeon
My appointment expires: 6-7-04

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 _____



EXHIBIT B

The land referred to in this document is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel 7:

That portion of Government Lot 4 of Section 18, Township 36 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said Government Lot 4; thence South 86 degrees 50' 58" East along the South line thereof, a distance of 436.54 feet; thence North 06 degrees 29' 49" West, a distance of 327.78 feet; thence North 81 degrees 01' 50" East, a distance of 432.32 feet; thence North 60 degrees 30' 10" East, a distance of 203.23 feet; thence North 11 degrees 34' 42" East, a distance of 276.30 feet; thence North 01 degrees 05' 51" East, a distance of 504.01 feet to a point on the North line of said Government Lot 4 which is 143.55 feet West of the Southwest corner of the East 245.84 feet of said Government Lot 4; thence North 87 degrees 25' 56" West along the North line of said Government Lot 4, a distance of 592.73 feet; thence South 23 degrees 32' 39" West, a distance of 608.04 feet; thence North 89 degrees 07' 08" West, a distance of 221.81 feet to a point on the West line of said Government Lot 4 which is 716.38 feet North of the Southwest corner thereof; thence South 00 degrees 52' 52" West along said West line, a distance of 716.38 feet to the point of beginning of this description.

EXCEPT that portion thereof described as follows:

Beginning at the most Northerly corner of Parcel 6 of Statutory Warranty Deed recorded under Auditor's File Number 199910060074 being a point on the East line of said Parcel 7; thence North 11 degrees 34' 42" East along said East line, a distance of 276.30 feet; thence North 01 degrees 05' 51" East along said East line, a distance of 100.76 feet; thence South 89 degrees 46' 27" West, a distance of 282.07 feet; thence South 09 degrees 50' 51" West, a distance of 498.73 feet to the South line of said Parcel 7; thence North 81 degrees 01' 50" East along said South line, a distance of 134.74 feet; thence North 60 degrees 30' 10" East along the Southeasterly line of said Parcel 7, a distance of 203.23 feet to the point of beginning.

Parcel 8:

That portion of Government Lot 3 and Government Lot 4 of Section 18, Township 36 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said Government Lot 3; thence North 00 degrees 52' 52" East along the West line thereof, a distance of 1290.91 feet to the Northwest corner of said Government Lot 3; thence South 88 degrees 00' 24" East along the North line thereof, a distance of 1197.21 feet to the Northwest corner of the East 245.84 feet of said Government Lot 3; thence South 01 degrees 05' 51" West along the West line of said East 245.84 feet, a distance of 1302.78 feet to the South line of said Government Lot 3; thence North 87 degrees 25' 56" West along the South line of said Government Lot 3, a distance of 736.29 feet; thence South 23 degrees 32' 39" West, a distance of 608.04 feet; thence North 89 degrees 07' 08" West, a distance of 221.81 feet to a point on the West line of said Government Lot 4 which is 716.38 feet North of the Southwest corner thereof; thence North 00 degrees 52' 52" East along the West line of said Government Lot 4, a distance of 574.53 feet to the point of beginning of this description.

Said Parcels 7 and 8 being together with that certain 60 foot wide easement for ingress, egress and utilities established by that certain easement recorded as Auditor's File No. 200011210074 a re-recording of Auditor's File No. 200009150024.



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