

AFTER RECORDING MAIL TO:
Ragnar Pettersson
17624 15th Avenue S. E., Suite 112
Mill Creek, WA 98012



200301080056

Skagit County Auditor

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Filed for Record at Request of:

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Kevin Dean
Beneficiary – Ragnar Pettersson
Trustee – Chicago Title Insurance Company

Abbreviated Legal: Portion of SW ¼ of SE ¼ of Section 34, Township 34N, Range 4 EWM, Skagit County, Washington.

Additional legal(s) on page: 4
Assessor's Tax Parcel Number(s): 340434-4-008-0002

THIS DEED OF TRUST, made this 6th day of January, 2003, between Kevin Dean, GRANTOR, whose address is 17758 Irvine Lane, Mount Vernon, WA 98274, and Chicago Title Insurance Company, TRUSTEE, whose address is 701 – 5th Ave., Suite 1800, Seattle, WA 98104, and Ragnar Pettersson, BENEFICIARY, whose address is 17624 15th Avenue S. E., Suite 112, Mill Creek, WA 98012

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 as per attached Exhibit "A"

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 Fifty One Thousand and No/100 (\$ 51,000.00) Dollars, with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by 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 herein above 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; and (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 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.

Kevin Dean
Kevin Dean

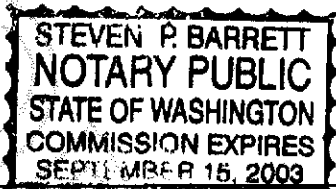
State of Washington }
County of Snohomish } SS:

I certify that I know or have satisfactory evidence that **Kevin Dean**

is/are the person(s) who appeared before me, and said person(s) acknowledged that he / she / they
signed this instrument and acknowledge it to be his/ her/ their free and voluntary act for the uses and

purposes mentioned in this instrument, ~~as the~~

Dated: January 8, 2002



Steven P. Barrett
Steven P. Barrett
Notary Public in and for the State of Washington
Residing at Edmonds
My appointment expires: 9/15/2003

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 _____, _____



EXHIBIT "A"

The North 135 feet of the West Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 4 East of the Willamette Meridian;

TOGETHER WITH that portion of the North 660 feet of the Southwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the North 135 feet of said subdivision;
Thence South $89^{\circ}32'18''$ East along the South line of said North 135 feet a distance of 417.40 feet to the West line of that certain 40-foot wide road as reserved in Quit Claim Deed recorded July 23, 1974, under Auditor's File No. 803998, records of Skagit County, Washington;
Thence Southerly and Southeasterly along said West line a distance of 88.79 feet on a curve to the left having a radius of 165.17 feet, a central angle of $30^{\circ}48'09''$ and a chord bearing of South $15^{\circ}17'54''$ East;
Thence continuing Southeasterly along said West line a distance of 90.26 feet on a curve to the left having a radius of 305.70 feet, a central angle of $16^{\circ}55'02''$, and a chord bearing of South $39^{\circ}08'29''$ East;
Thence North $89^{\circ}32'18''$ West a distance of 195.00 feet;
Thence North $62^{\circ}16'58''$ West a distance of 349.38 feet to the point of beginning.

EXCEPT from the above portion of the North 135 feet of the West Half of the Southwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said North 135 feet;
Thence North $89^{\circ}32'18''$ West along the North line thereof a distance of 265.30 feet to the Easterly line of 20-foot wide strip of land for an existing road as reserved in document recorded under Auditor's File No. 650846, records of Skagit County, Washington;
Thence Southeasterly and Southerly along said Easterly line a distance of 124.33 feet on a curve to the right having a radius of 124.09 feet, a central angle of $57^{\circ}24'21''$, and a chord bearing of South $19^{\circ}02'23''$ East;
Thence continuing Southerly along said Easterly line a distance of 22.74 feet on a reverse curve to the left having a radius of 135.17 feet, a central angle of $09^{\circ}38'22''$ and a chord bearing of South $04^{\circ}50'40''$ West to the South line of said North 135 feet;
Thence South $89^{\circ}32'18''$ East along said South line a distance of 224.69 feet to the Southeast corner of said North 135 feet;
Thence North $01^{\circ}32'45''$ East along the East line thereof a distance of 135.02 feet to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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Skagit County Auditor