



200302210017

Skagit County Auditor

2/21/2003 Page 1 of 7 9:35AM

Document Title:

Deed of Trust

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_

<sup>1</sup>Garver, Brian

<sup>2</sup>Garver, Cynda

Husband + wife

Grantee(s):

additional grantee names on page \_\_\_

1. Taylor, Patricia A.

2. Farrar, Billy

Abbreviated legal description:

full legal on page(s) \_\_\_

18-35-6 GL 1

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P 41581

P 41582

**When Recorded Return to:**  
**Brian & Cynda Garver**  
**1500-A E. College Way, #496**  
**Mount Vernon, WA 98273**

**DEED OF TRUST**

*(For Use in the State of Washington Only)*

THIS DEED OF TRUST, made this 15<sup>th</sup> day of February, 2003, between Brian & Cynda Garver, as their separate property, GRANTEE, whose address is 8078 Robinson Rd., Sedro-Woolley, WA 98284 Pastor Billy Farrar, a single individual, TRUSTEE, whose address is P.O. Bx 839, Sedro-Woolley, WA, and Patricia Ann Taylor, as her separate property, BENEFICIARY, whose address is 8077 Robinson Rd., Sedro-Woolley, WA 98284, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

**Property #1, ID# P41581:** S18 T35 R6 TAX 2AB BAAP ON THE E LI OF SD LOT 1 WHERE THE SAME IS INTERS BY THE S LI OF THE P.S.B.R. RLY CO. R/W TG W'LY ALG THE S'LY LI OF SD RLW 300' TH S 430' THE 30' TO CENTER OF CERTAIN CREEK RUN THRU SD LOT 1 TH S 10' ALG THE CENTER OF THE CREEK TO THE N LI OF THAT CERTAIN TR CONVEYED TO KYLE WATTS BY DEED NO. 558972 THE ALG THE E LI OF SD WATTS TR TO THE N LI OF THAT CERTAIN TR CONVEYED TO FRANK H. BRYSON BY DEED NO 549483 THE ALG THE N LI OF SD BRYSON TR 200.49' ML TO E LI OF SD LOT 1 TH N ALG E LU OF SD LOT 1 TO POB LESS STATE HWY LYING E OF CR.

**Property #2, ID# P41582:** S18 T35 R6 TAX 2B PTN OF GOV LOT 1 CAAP ON E LI OF SD LOT 1 THE SAME INTERS BY S LI OF P.S. & B.R. RLY CO. R/W THE W'LY ALG S'LY LINE OF SD R/W 300' TH S 700' E 300' TO E LI OF LOT 1 & TPOB OF THIS DESC TH N ALG E LI OF SD LOT 1 217.27' TH W 200.49' TO A PT THAT IS 208.71' E OF E LI OF TR CNVEYED TO SKAGIT COUNTY FOR RD TH S PARL TO & 208.71' E OF E LI OF RD R/W 217.27' THE 200.49' TO TRUE POB LYING E OF CR.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Which real property is used principally for agricultural or farming purposes, together with all the tenements, hereditaments, 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 Eighty Thousand Dollars (\$80,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantee, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantee, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.



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To protect the security of this Deed of Trust, Grantee(s) 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 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 Grantee. 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 the 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 Grantee 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.



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2. By accepting payment of any sum secured hereby after its due date, Beneficiary does 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 Grantee 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 Grantee 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 Grantee 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. Should Grantee(s) proceed death after named Beneficiary, such property listed within this document shall be considered paid in full and the note becomes null and void upon Beneficiary's death and Grantee(s) shall become titled owners.
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 Grantee, Trustee or Beneficiary shall be a party unless the Trustee brings such action or proceeding.



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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 02/16, 2003. Patricia C. Taylor  
Billy [Signature]



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8. This Deed of Trust applies to, insures 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 holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Cynda Harris 2/15/03  
[Signature] 2/15/03  
Patricia C. Taylor 2/16/03  
Billy Paul 2/16/03

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } SS

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } SS

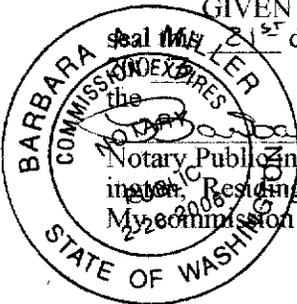
On this day personally appeared  
2003  
Before me ALL PARTIES  
and for the  
ALL PARTIES  
to me known to be the individual described  
ALL PARTIES  
in and who executed the within and  
foregoing instrument, and acknowledged that  
ALL PARTIES signed the same as  
of HEREIN ALL INSTRUMENTS  
free and voluntary act and deed, for the uses  
and purposes therein mentioned.

On this \_\_\_ day of \_\_\_\_\_,  
before me, the undersigned, a Notary Public in  
State of Washington, duly commissioned and sworn,  
personally appeared  
and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and  
Secretary, respectively

\_\_\_\_\_ the corporation that executed  
the foregoing instrument, and acknowledged the said  
instrument to be the free and voluntary act and deed of  
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

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 commission expires \_\_\_\_\_



GIVEN under my hand and official  
Seal the \_\_\_\_\_ day of FEBRUARY

Barbara Miller  
Notary Public in and for the State of Wash-  
ington, Residing at My Vernon  
My commission expires 26 Feb 06

**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



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(a) That portion of government lot 1, section 18, township 35 north, range 6 east, W.M., lying east of the center line of Child's Creek, as it existed August 15, 1961, described as follows:

Commencing at a point on the east line of said lot 1, where the same is intersected by the south line of the Puget Sound and Baker River Railroad Company right of way; thence westerly along the southerly line of said right of way 300 feet; thence south 700 feet; thence east 300 feet to the east line of said lot 1 and the true point of beginning of this description; thence north along the east line of said lot 1, 217.27 feet; thence west 200.49 feet to a point that is 208.71 feet east of the east line of that certain tract conveyed to Skagit County for road purposes by deed dated April 19, 1954 and recorded under auditor's file No. 500630; thence south parallel to and 208.71 feet east of the east line of said road right of way 217.27 feet; thence east 200.49 feet to the true point of beginning.

(b) Part of government lot 1, section 18, township 35 north, range 6 east, W.M., lying east of the center line of Child's Creek as it existed August 15, 1961, described as follows: Commencing at a point on the east line of said lot 1 where the same is intersected by the south line of the Puget Sound and Baker River Railroad Company right of way; thence westerly along the southerly line of said right of way 300 feet; thence south 430 feet; thence east 30 feet to center of a certain creek running through said lot 1; thence south 10 feet along the center of the creek to the north line of that certain tract conveyed to Kyle Watts and Carmon Watts, his wife, by deed recorded November 27, 1957, under auditor's file No. 558972; thence east along the north line of said Watts tract to the northeast corner thereof; thence south along the east line of said Watts tract to the north line of that certain tract conveyed to Frank H. Bryson, by deed recorded April 3, 1957, under auditor's file No. 549483; thence east along the north line of said Bryson tract 200.49 feet, more or less, to the east line of said lot 1; thence north along the east line of said lot 1 to the point of beginning; EXCEPT that portion conveyed to the State of Washington for highway purposes by deed dated May 4, 1960 and recorded June 3, 1960, under auditor's file No. 595124.



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