



200304020044

Skagit County Auditor

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RECORDING COVERSHEET

Return Address:

JULIN & McBRIDE, P.S.
16088 NE 85th Street
Redmond, Washington 98052-3530

Document Title(s): Deed of Trust

Reference numbers of related documents, on page _____ of document: _____

Grantor(s) (Last name, first name, initial): Roe, James K. and Hope E.

Grantee(s) (Last name, first name, initial): Roe, Harold K. and Ellen J.

Trustee Land Title
Legal Description (abbreviated, i.e., lot, block, plat or section, township, range): _____
Being the N 330' of the S 990' of Government Lot 2, Section 15, Township 34N, Range 1E,
WM - Two parcels A and B

Additional Legal Description is on page _____ of document.

Assessor's Property Tax Parcel/Account Number(s): 340115-0-004-0107

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of March, 2003, between JAMES K. ROE and HOPE E. ROE, husband and wife, GRANTORS, Land Title, a corporation, TRUSTEE, whose address is 111 E. George Hopper Road, Burlington, WA 98233, and HAROLD K. ROE and ELLEN J. ROE, husband and wife, BENEFICIARIES.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property at 3491 Green Cliffs Road, Anacortes, WA, in Skagit County, Washington, with tax parcel no. 340115-0-004-0107.

SEE 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This deed is for the purpose of securing the obligation originally made April 21, 2000, and pursuant to which Grantors presently owe Beneficiaries the sum of Seventeen Thousand Three Hundred Seventy-three and 62/100 Dollars (\$17,373.62) with interest, 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. Proof of issuance of all policies shall be given to 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 has 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. 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.

9. Due on Sale. If all or any part of the real property herein described or any interest therein is sold, transferred, encumbered or otherwise alienated without the prior written consent of the Beneficiary, or any successor beneficiary, the entire indebtedness secured hereby shall, at the option of the beneficiary, become immediately due and payable.

Dated: 3-17-03
Signature: *James K. Roe*
James K. Roe
Signature: *Hope E. Roe*
Hope E. Roe

STATE OF WASHINGTON

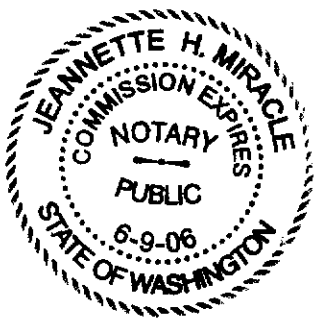
SS.

Notary Seal

County of Skagit

I hereby certify that I know or have satisfactory evidence that James K. Roe and Hope E. Roe are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 03-17-03
Jeannette H. Miracle
Name of Notary: Jeannette H. Miracle
Notary Public in and for the State of Washington
residing at 1883 NE 11th Ave Oak Harbor, WA 98277
My appointment expires 06-09-06



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REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner of all indebtedness secured by the within Deed of Trust. Said indebtedness, 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 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 _____



EXHIBIT "A"

PARCELA:

The North 330 feet of the South 990 feet of Government Lot 2, Section 15, Township 34 North, Range 1 East of the Willamette Meridian.

PARCELB:

A non-exclusive easement and right of ingress and egress for road and utility line purposes, including, but not limited to, power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described centerline, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;
thence South 2°01'50" East along the East line of said subdivision 322.40 feet to a point on the South line of the North 5 acres of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 15;
thence South 2°01'50" East 380.53 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis, by instrument recorded under Auditor's File No. 648660, records of Skagit County, Washington;
thence North 88°58'40" West parallel with the North line of the Southwest Quarter of the Northeast Quarter of Section 15, 30.0 feet in the West side of the country road and the true point of beginning, for the center line of this easement;
thence North 88°58'40" West to the West line of the said Southwest Quarter of the Northeast Quarter of Section 15, said point being the terminal point for the center line of this 60 foot easement;
as conveyed by instruments recorded under Auditor's File Nos. 720932 and 722404, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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