

AFTER RECORDING MAIL TO:

Oscar Lagerlund
4024 Old Highway 99 North
Burlington, WA 98233



200306060003
Skagit County Auditor

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Reference No.:

Filed for Record at Request of:
Land Title Company Of Skagit County
Escrow Number: 107361-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

**SHORT FORM
DEED OF TRUST**

Grantor(s): Miles Sand & Gravel Co., Inc.
Beneficiary: Oscar Lagerlund
Trustee: Land Title Company Of Skagit County
Abbreviated Legal: a ptn of NW ¼ of NE ¼ & of E ½ of NW ¼, 18-35-4 E W.M.
Additional legal(s) on page: 4
Assessor's Tax Parcel Number(s): 350418-1-005-0008/R36854, 350418-2-001-0000/R36858, 350418-0-008-0007/R36842

THIS DEED OF TRUST, is made this 30th day of May, 2003 between Miles Sand & Gravel Co., Inc. as GRANTOR, whose address is P.O. Box 280, Mount Vernon, Washington, 98273, and Land Title Company Of Skagit County, as TRUSTEE, whose address is P.O. Box 445, Burlington, Washington, 98233, and, see below*** as BENEFICIARY, whose address is 4024 Old Highway 99 North, Burlington, WA 98233.

Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property Skagit County, Washington:

a Leasehold interest in:
See Attached Exhibit "A"

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of **THREE HUNDRED TWENTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 326,250.00)** with interest thereon according to 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 other successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after name of each county, to-wit:

mrc

***Ron

Kesselring, a married man as his separate property; **Oscar Lagerlund**, a married man as his separate property; **Bertil J. E. Westling**, a single man as his separate property; and **Nils A. Lindberger**, as Trustee under the Living Trust Declaration of Nils Arne Lindberger, dated June 7, 1989 as amended December 3, 1997

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed Under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Fram 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859- 702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F-3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed Under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

This Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address herein before set forth.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Miles Sand & Gravel Co., Inc.

By: Michael T. Crawford, Vice President

State of Washington)
 County of Skagit) SS:

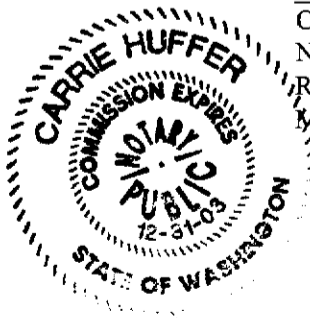
I certify that I know or have satisfactory evidence that Miles Sand & Gravel Co., Inc. the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 2, 2003

Carrie Huffer
 Notary Public in and for the State of Washington

Residing at: Burlington

My appointment expires: 12/31/2003



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REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

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 _____, _____

Mail reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.



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EXHIBIT "A"

DESCRIPTION:

PARCEL "A":

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 35 North, Range 4 East, W.M., EXCEPT that portion thereof lying within the boundaries of State Road No. 1 (now known as the Burlington-Alger Road), as condemned in Skagit County Superior Court Cause Nos. 14548 and 14930, and as conveyed to the State of Washington by Deed recorded July 14, 1932, under Auditor's File No. 251669, in Volume 161 of Deeds, page 227, records of Skagit County, Washington, AND ALSO EXCEPT the right of way of Drainage District No. 14, as condemned in Skagit County Superior Court Cause No. 3604, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 35 North, Range 4 East, W.M., lying Easterly of the East line of Primary State Highway No. 1, as condemned in Skagit County Superior Court Cause Nos. 26636 and 26703, EXCEPT the right of way of Drainage District No. 14, as condemned in Skagit County Superior Court Cause No. 3604, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 18, Township 35 North, Range 4 East, W.M., lying Westerly of the Samish River and lying Easterly of the Easterly line of Primary State Highway No. 1, as condemned in Skagit County Superior Court Cause No. 26636, EXCEPT any portion thereof lying within the boundaries of the South 660 feet of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

ALSO EXCEPT drainage,

AND ALSO EXCEPT the right of way of Drainage District No. 14, as condemned in Skagit County Superior Court Cause No. 3604, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

M.2C



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