



200310010130
Skagit County Auditor

10/1/2003 Page 1 of 5 1:25PM

WHEN RECORDED MAIL TO
North American Mission Board
4200 North Point Parkway
Alpharetta, GA 30022-4176
Attn: Church Finance Ministry

FIRST AMERICAN TITLE CO.

74840E

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, Made this 17th day of September, 2003, between Skagit Baptist Church, a Washington non-profit corporation, formerly known as Skagit Valley Baptist Church, herein called TRUSTOR, whose address is: 1325 Township Street, Sedro-Woolley, Washington 98284, and First American Title Company of Skagit County, a Washington corporation, herein called TRUSTEE, whose address is 1301-B Riverside Drive, P. O. Box 1667, Mount Vernon, Washington 98273 and THE NORTH AMERICAN MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, INC., a non-profit corporation of the County of Fulton and State of Georgia, herein called BENEFICIARY, whose address is 4200 North Point Parkway, Alpharetta, Georgia 30022-4176,

WITNESSETH; That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Skagit County, Washington described as:

Lots 18, 19 and 20, Block 69, "FIRST ADDITION TO THE TOWN OF SEDRO," according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 3 of Plats, page 29.

Assessor's Tax Parcel Number 4150-069-020-0001 (P76075).

TOGETHER with the rent, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits; and

TOGETHER with all fixtures and articles of personal property belonging to, or hereafter becoming a part of or used in connection with the security real estate, land or buildings, whether attached or detached.

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FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of One Hundred Sixty Thousand and No/100 (\$160,000.00) Dollars, executed by Trustor in favor of Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary plus general public liability insurance and any other insurance as required by Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary on any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and 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 evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the Note rate.

(6) To the extent permitted by applicable law, Trustor will pay, promptly upon demand by Beneficiary, all appraisal fees, taxes, abstract fees, title policy fees and premiums, uniform commercial code search fees, escrow fees, attorneys fees, environmental assessment fees, architectural and engineering fees and all other costs and expenses of every character incurred by Trustor, Trustee or Beneficiary in connection with the indebtedness secured hereby or otherwise attributable or chargeable to Trustor as the owner of the property, and Trustor will reimburse Beneficiary for all such costs and expenses on demand which amounts shall bear interest at the Note rate. In the event Trustor fails to reimburse Beneficiary upon demand, Beneficiary may, at its option, add such costs to the principal balance of the Note secured hereby.

(7) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire



or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: re-convey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall re-convey, without warranty, the property then held hereunder. The recitals in such re-conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such re-conveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full re-conveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(11) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Trustor covenants and represents that it has not executed any prior assignment of the rents, leases, and revenues and has not and will not perform any act that would prevent Beneficiary from exercising its rights under this paragraph.

(12) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordance of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(13) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the Recorder of the



investment(s) in the real estate approved by NAMB and the normal and usual closing costs associated with the current transaction, NAMB reserves the right to a reimbursement of any interest foregone or advancements made on behalf of Trustor by NAMB. Such reimbursement will be collected at closing and is a condition of the release of NAMB's lien on the property.

It is hereby agreed that Trustor will not make any site improvements on the property securing this loan and neither will it begin any construction on a church facility or any other type of facility without the prior written agreement of the Church Loans Team of the NAMB. This agreement shall be in force as long as the Trustor has any indebtedness due NAMB. In the event of a violation of this agreement, NAMB shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable.

Trustor agrees that annually, within 45 days from the close of its fiscal year, it will furnish NAMB copies of its treasurer's reports for the previous 12 months, along with copies of its current budget and previous year's budget.

In consideration of the making of said loan by NAMB to Trustor, Trustor hereby agrees not to incur any indebtedness in excess of 5% of the original amount of this loan during the period of and until said loan, principal and interest, is fully repaid, without prior written permission from NAMB. In the event of a violation of this agreement, NAMB shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at this address hereinbefore set forth.

SKAGIT BAPTIST CHURCH, a Washington non-profit corporation,
formerly known as Skagit Valley Baptist Church

(Name of Trustor)

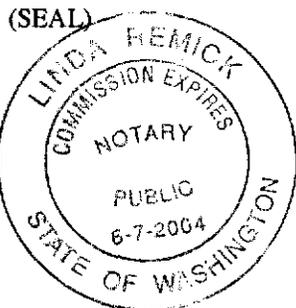
By Randy Blue - Pastor's President (Seal)
Print Name: Randy Blue
Title: Pastor

By Bobby Dibble - Secretary (Seal)
Print Name: Bobby Dibble
Title: Secretary/Treasurer

STATE OF WASHINGTON) SS
COUNTY OF SKAGIT)

On Sept 29, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randy Blue and Bobby Dibble personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda Hemick
Notary Public in and for said County and State

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