



200310210128

Skagit County Auditor

10/21/2003 Page

1 of

6 12:24PM

Return Address:

Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT

State of Washington

LAND TITLE COMPANY OF SKAGIT COUNTY

109355

Space Above This Line For Recording Data

REFERENCE # 20032097200779 ACCOUNT #: 0651-651-1997432-0001

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is
10/03/2003 and the parties are as follows:

TRUSTOR ("Grantor"): RONALD G. BUTTERWORTH AND DELORES R. BUTTERWORTH, HUSBAND AND
WIFE.

whose address is:

783 LILLOOET CT LA CONNER, WA, 98257

TRUSTEE: Wells Fargo Financial National Bank
c/o Specialize Service
401 West 24th Street, National City, CA 91950

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SKAGIT, State of Washington, described as follows:

A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT:

LOT 783 'SURVEY OF SHELTER BAY DIV. 4, TRIBAL AND ALLOTTED LANDS OF
SWINOMISH INDIAN RESERVATION,' AS RECORDED IN VOLUME 48 OF OFFICIAL
RECORDS, PAGES 627 THROUGH 631, INCLUSIVE, RECORDS OF SKAGIT COUNTY

WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

with the address of 783 LILLOOET CT LA CONNER, WA 982579610
and parcel number of 5100-004-783-0000 together with all rights, easements, appurtenances,
royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all

existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$83,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 10/15/2018
4. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor Agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated February 1, 1997 and recorded on February 6, 1997 as Auditor's File Number 9702060051 in Book 1626 at Page 0614 of the Official Records in the Office of the Auditor of SKAGIT County, State of Washington, are hereby incorporated into, and shall govern, this Security Instrument.
5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

RIDERS. If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- ☐ Third Party Rider
☒ Leasehold Rider
☐ Other

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

DELORES B BUTTERWORTH	Grantor	Date
<u>Delores B. Butterworth</u>		<u>10-7-03</u>
RONALD G BUTTERWORTH	Grantor	Date
<u>Ronald G. Butterworth</u>		<u>10-7-03</u>
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date

ACKNOWLEDGMENT:

(Individual)

STATE OF Washington, COUNTY OF ISLAND } ss.

I hereby certify that I know or have satisfactory evidence that

Delores B. Butterworth
Ronald G. Butterworth is/are the

person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 7, 2003

Anna M. Belton
(Signature)

Anna M. Belton
(Print name and include title)

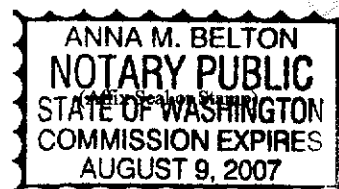
My Appointment expires: August 9, 2007

EQ249B (06)



200310210128

Skagit County Auditor



**LEASEHOLD RIDER
(Security Instrument)**

Reference#: 20032097200779
Account#: 0651-651-1997432-0001

This rider is incorporated into and shall be deemed to supplement that certain Mortgage, Deed of Trust or Security Deed ("the Security Instrument") of the same date given by the undersigned (the "Grantor") to secure indebtedness (the "Secured Debt") to Wells Fargo Bank, N.A. (the "Lender").

In addition to the covenants and agreements made in the Security Instrument, Grantor further covenants and agrees as follows:

A. Compliance With Lease. Grantor covenants and agrees to comply at all times with all terms and conditions of the Lease and to pay, when due, all amounts due under the terms of the Lease.

B. Grantor Warranties. Grantor warrants to Lender that (a) Grantor has not executed any prior assignments of the Lease; (b) there is no default now existing under the Lease; (c) Grantor has not executed or granted any modification whatsoever of the Lease either orally or in writing, and the Lease is in full force and effect according to the original terms and conditions thereof; and (d) Grantor lawfully holds and possesses the Property pursuant to the Lease without limitation on the right to encumber.

C. Notice. Grantor shall give immediate written notice to Lender of any default by Lessor under the Lease or of any notice received by Grantor from such Lessor indicating a default by Grantor under the Lease.

D. Exercise of Option. Grantor shall exercise any option to renew or extend the Lease and shall give written confirmation thereof to Lender within thirty (30) days after such option becomes exercisable.

E. Remedial Action. Grantor shall give immediate written notice to Lender of the commencement of any remedial proceedings under the Lease by any party thereto.

F. Assignment. Grantor hereby expressly transfers and assigns to Lender the benefits of all covenants contained in the Lease whether or not such covenants run with the land, but Lender shall have neither liability with respect to such covenants nor any other covenants in the Lease.

G. Termination. Grantor shall not surrender the leasehold estate nor terminate or cancel the Lease.

H. Amendment. Grantor shall not alter or amend the Lease without the express written consent of Lender.



200310210128
Skagit County Auditor

I. Merger. Grantor covenants and agrees that there shall not be a merger of the leasehold estate created by the Lease with the fee estate owned by the Lessor under the Lease by reason of common ownership of said leasehold estate and said fee estate or any portion thereof unless Lender shall consent in writing to such merger. If Grantor shall acquire such fee estate, then this Security Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

J. Power of Attorney. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact with full power and authority in the event of a default by Grantor under the terms of the Lease to act in place of the Grantor as Lessee under the Lease, including by not limited to the power to cure any defaults under the Lease and to defend any action in any manner connected with the Lease.

K. Estoppel Certificate. Grantor shall within thirty (30) days after each request by Lender obtain from the Lessor the Lessor's estoppel certificate if provided for under the terms of the Lease. Grantor shall immediately deliver the estoppel certificate to the Lender.

L. Definitions. As used herein, the following terms shall have the meanings indicated.

1. "Lease" shall mean the Lease or Sublease described in EXHIBIT A-1 attached to the Security Instrument.
2. "Lessee" shall mean the Lessee or Tenant under the Lease.
3. "Lessor" shall mean the Lessor or Landlord under the Lease.
4. "Security Instrument" shall mean the Security Instrument to which this Rider is attached.

Delores B. Butterworth
DELORES B BUTTERWORTH

10-7-03
Date

Ronald G. Butterworth
RONALD G BUTTERWORTH

10-7-03
Date

Date

Date

Date



200310210128
Skagit County Auditor

10/21/2003 Page

4 of


6 12:24PM

**Exhibit A-1 to
Leasehold Rider
(Security Instrument)**

This Exhibit is incorporated into and shall be deemed to supplement that certain Mortgage, Deed of Trust or Security Deed ("the Security Instrument") of the same date given by the undersigned (the "Grantor") to secure indebtedness (the "Secured Debt") to Wells Fargo Bank, N.A. (the "Lender").

The Property described in the Security Instrument includes all of Grantor's present and future estate, right, title and interest in and to the real property described in the Security Instrument and all buildings, structures and other improvements now thereon or hereafter constructed thereon, in the County of SKAGIT, State of WA, together with all of the following:

- (a) All of the leasehold estate and interest of Grantor in and to the Property created by that certain lease dated 03/03/1973, (the "Lease"), executed by SHELTER BAY COMPANY (the "Landlord") as Lessor and by Grantor, as Lessee, a copy of which was recorded on 08/26/1976, in Book/Docket, Page, as Recorder's No. 841601, or File No. Film Code No. in the records of SKAGIT County, State of WA, together with any and all additional title, estate, interest or rights which may at any time be acquired by Grantor in or to the Property, and Grantor expressly agrees that if Grantor shall at any time prior to payment in full of the Note, acquire fee title to any greater estate to the Property, Security Instrument shall attach, extend to, cover and be a lien upon such fee simple or greater estate;
- (b) All modifications, amendments and or supplements to the Lease;
- (c) Any option to purchase the Property and/or any or all appurtenances in and to the Property; and
- (d) All insurance proceeds.


200310210128
Skagit County Auditor
10/21/2003 Page 5 of 6 12:24PM

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (this "Certificate") is executed as of 10/03/2003, by
SHELTER BAY COMPANY
("Landlord") for the benefit of Wells Fargo Bank, N.A.

("Bank").

RECITALS

A. DELORES B BUTTERWORTH
RONALD G BUTTERWORTH

("Lessee") leases all or a portion of the real property owned by Landlord and located at
783 LILLOOET CT LA CONNER, WA 982579610
(the "Property") pursuant to a lease between Landlord and Lessee dated as of, 03/03/1973, [and modified as of
N/A] (the "Lease").

B. Bank has or may hereafter extend credit secured, in whole or in part, by a leasehold mortgage on the Property.

C. Landlord acknowledges and consents to Lessee granting to Bank a leasehold mortgage on the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
Landlord hereby agrees, certifies and represents to Bank, its successors and assigns, as follows:

1. Lease Effective. The Lease has been duly executed and delivered by Landlord and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding, and there have been no amendments, modifications or additions to the Lease (written or oral), other than those included in the Lease definition.

2. No Default. As of the date hereof and to the best of Landlord's knowledge, (a) there exists no breach of or default under the Lease, including, without limitation, nonpayment of rent, assessments or other charges, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (b) there are no existing claims, defenses or offsets against rental due or to become due under the Lease.

3. No Amendments. Landlord agrees that the Lease will not be amended, modified or terminated without Bank's express written permission. Any such amendment, modification or termination without Bank's permission, as aforesaid, will not be effective.

4. Notice. Landlord shall give immediate written notice to Bank of any default by Lessee under the Lease. Landlord agrees that Landlord will give Bank a reasonable time (not less than 45 days) to cure the Lessee's default. Landlord acknowledges that Bank's right to cure default is optional and not an obligation of Bank. Any action by Bank to cure shall not be construed as an assumption of liability.

5. Default of Loan Terms by Lessee. Bank is not required to give Landlord notice of any default of the loan by Lessee. Landlord's rights, including rights to obtain a lien for any unpaid rent or other charges under the Lease, are subordinate to the security interest of Bank.

6. Entire Agreement. In the event the terms of this Agreement and the terms of the Lease are inconsistent, then the terms of this Agreement shall control. The Lease constitutes the entire agreement between Landlord and Lessee with respect to the Property.

7. Notice. For purposes of the notice requirements herein, Bank's address is:

Wells Fargo Bank
Loss Mitigation Unit
MAC # P6053-022
P.O. Box 4116
Portland, OR 97208

Landlord has executed this Certificate as of the date first written above.

SHELTER BAY COMPANY

Landlord (Individual)

Date

or

Landlord (Business Entity)

Its:

Duly Authorized

SEC/MERS

Date



200310210128

Skagit County Auditor

10/21/2003 Page

6 of

6 12:24PM