

WHEN RECORDED RETURN TO;

T.R.G. Wolff  
P.O. Box 558  
Conway, WA 98238



200401050139  
Skagit County Auditor

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## Deed of Trust

THIS DEED OF TRUST, made this \_\_\_\_\_ day of October 2001, between T.R.G. WOLFF, GRANTOR, whose address is P.O. Box 558, Conway, WA 98238, and LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is P.O. Box 1225, Mount Vernon, Washington, and LARRY McNARY, BENEFICIARY, whose address is 9668 Padilla Heights Road, Anacortes, WA 98221.

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

That portion of Government Lot 10 of Section 10, Township 33 North, Range 4 East W. M., lying Southerly of a line drawn East from a point on the West line of said Government Lot which is 1040 feet North of the corner common to Section 19 and 30 of Township 33 North Range 4 East W. M., and Section 24 and 25 of Township 33 North, Range 3 East W.N.; EXCEPT that portion thereof, if any, lying within the boundaries of that certain conveyance to JAMES HAMMACK by deed recorded September 26, 1941 under Auditor File Number 344683 in Volume 185 of Deeds, Page 1, records of Skagit County, Washington and also EXCEPT Diking District Number 2 right of way as condemned in Skagit County Superior Cause Number 3147 and also EXCEPT that portion conveyed to Skagit County for Mann Road by deed recorded June 24, 1973 under Auditor File Number 786938. EXCEPTING from all the above described premises that portion thereof lying within the boundaries of the following described tract; P110649

Beginning at the intersection of the North line of the above described premises with the West line of the said Mann Road as the same exists; thence West along said North line a distance at 232 feet; thence East parallel to said North line to the West bank of the Skagit River; thence North along said west bank to the Northeast corner of said above described premises; thence West along said North line to the point of beginning, and

ALSO EXCEPTING from all of the above described premises any and all portio thereof lying within the bounaries of the following described tract;

Commencing at the intersection of a line drawn East from a point on the West line of Said Government Lot which is 1040 feet North of the corner common to Sections 19 and 30 of Township 33 North, Range 4 East W.M., and Sections 24 and 25 of Township 33 North, Range 3 East W.M.

with the West line of the Mann Road as the same exists; thence West along the North line a distance of 232 feet; thence South a distance of 225 feet; thence East parallel with said North line to the West bank of the Skagit River and the TRUE POINT OF BEGINNING; thence West parallel with said North line to the Easterly margin of the Mann Road right of way; thence Southerly along said Easterly margin a distance of 750 feet, more or less, to the P.C. of a 40° curve as described in Right of Way deed as recorded under Skagit County Auditor File Number 786928; thence South 2° 02' 50" West 135 feet more or less to said West bank of the Skagit River; thence Northerly along said West bank to the TRUE POINT OF BEGINNING.

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 performance of each agreement of grantor herein contained, and payment of the sum of Fourty Thousand Dollars (\$40,000.00), in accordance with the terms of a promissory note of even date, payable to Beneficiary, 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 of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of the 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 improvements being built or shout to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged sir 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 arid 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 beheld 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 Grantor The amount collected under any insurance policy maybe 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 shell pass tit the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof 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 etch 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 arise its right to require prompt payment abet 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 had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may later acquire 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 encumbrances 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, 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.

  
T.R.G. Wolff



