



200402250091
Skagit County Auditor

2/25/2004 Page 1 of 5 11:49AM

After Recording Return To:

Merrilee A. MacLean
Karr Tuttle Campbell
1201 Third Avenue, Suite 2900
Seattle, WA 98101

DEED OF TRUST

Grantor: Ryan and Amy Costanti

Grantee: Skagit Farmers Supply

Assessor's Tax Parcel ID#: P48578, P48579, P48580

THIS DEED OF TRUST, made this 25th day of February, 2004, between Ryan and Amy Costanti ("Grantor"), whose address is 5432 Chuckanut Drive, Bow, Washington, 98232, Chicago Title Company ("Trustee"), whose address is P.O. Box 670, Burlington, Washington, 98233, and Skagit Farmers Supply ("Beneficiary"), whose address is P.O. Box 266, Burlington, Washington, 98233.

Witnesseth, Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, all Grantor's right, title, estate and interest, now owned or hereafter acquired, in the real property located in Skagit County, Washington and legally described as:

SE NE 33-36-3 SEE EXHIBIT A

And commonly known as 5432 Chuckanut Drive, Bow, Washington, 98232.

Together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, all improvements now or hereinafter thereon or therein, and the rents, issues and profits of the foregoing.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Twenty-Two Thousand Ninety-Six Dollars (\$22,096.00) plus interest and collection costs, in accordance with the terms of a Stipulation for Judgment or Dismissal entered into by Grantor and Beneficiary, 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 his successors or assigns (collectively the "Secured Obligations")

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property and all buildings, structures and improvements thereon ("improvements") in good condition and repair; to complete any improvements being built or about to be built thereon; to restore promptly any improvements thereon which may be damaged or destroyed; to permit no waste to the property or improvements; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and improvements.

2. To pay before delinquency all lawful taxes and assessments upon the property and/or the improvements; to keep the property and improvements free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. 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.

4. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

5. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property and/or improvements, Beneficiary may pay the same, and the amount to be paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the obligations secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property or improvements 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.



200402250091
Skagit County Auditor

2/25/2004 Page

2 of

5 11:49AM

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive Beneficiary's 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 and improvements 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 obligations secured hereby 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 and Grantors failure to cure that default within ten (10) days following Grantor's receipt of written notice of default, all sums secured hereby shall immediately become due and payable without further action or notice by the Grantor or the holder of the note secured hereby. In such event and upon written request of Beneficiary, Trustee shall sell the property and improvements, 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 and improvements 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 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 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 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.

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.



200402250091

Skagit County Auditor

P48578

DR 18 DK 4; THAT PORTION OF THE SE1/4 NE1/4 OF SEC 33, TWP 36, RNG 3 DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 8 OF SAID SECTION 33; THENCE NORTH 89-52 WEST 82.5 FEET ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 8 TO THE WESTERLY RIGHT OF WAY LINE OF THE PACIFIC NORTHWEST TRACTION COMPANY; THENCE NORTH 3.5 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT, WHICH POINT WILL HEREINAFTER BE KNOWN AS THE POINT OF BEGINNING; THENCE NORTH ALONG SAID WESTERLY RIGHT OF WAY LINE, 150 FEET; THENCE WEST 92.5 FEET TO THE CENTERLINE OF THE FORMER COMMERCIAL AVENUE OF THE FORMER TOWN OF LADYSMITH, NOW VACATED AND SAID POINT CONSIDERED HEREINAFTER TO BE THE TRUE POINT OF BEGINNING OF THIS CONVEYANCE; THENCE NORTH 151.5 FEET; THENCE WEST 288 FEET; THENCE SOUTH 151.5 FEET; THENCE EAST 288 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF THE SE1/4 NE1/4 OF SEC 33, TWP 36, RNG 3 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 8, "PLAT OF LADYSMITH" (NOW VACATED); THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 99.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 91.5 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 10 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE, A DISTANCE OF 91.5 FEET; THENCE NORTH 10 FEET TO THE TRUE POINT OF BEGINNING

P48579

TAX 17B DR 18 DK4; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 8, "PLAT OF LADYSMITH"(NOW VACATED); THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 8, 31.5 FEET TO THE SOUTH LINE OF LOT 6; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, EXTENDED WEST 91.50 FEET; THENCE NORTH 31.5 FEET; THENCE EAST 91.5 FEET TO THE POINT OF BEGINNING; TOGETHER WITH A PORTION OF THE SE1/4 NE1/4 OF SEC 33, TWP 36, RNG 3 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 8, "PLAT OF LADYSMITH"; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 30 FEET; THENCE WEST ALONG THE SOUTH LINE OF LOT 6 AND ITS WESTERLY PROJECTION A DISTANCE OF 91.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE WEST A DISTANCE OF 1 FOOT TO THE CENTERLINE OF COMMERCIAL AVENUE; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 30 FEET; THENCE EAST A DISTANCE OF 1 FOOT; THENCE SOUTH A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING

P48580

TAX 18 DR 18 DK 4; THAT PORTION OF THE SE1/4 NE1/4 OF SEC 33, TWP 36, RNG 3 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 8, "PLAT OF LADYSMITH" (NOW VACATED); THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 8, A DISTANCE OF 99.65 FEET; THENCE WEST 91.5 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF BLOCK 8 TO THE NORTH LINE OF LOT 6 IN SAID BLOCK EXTENDED; THENCE EAST TO THE POINT OF BEGINNING; EXCEPT THE FOLLOWING DESCRIBED PARCEL; BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 8 OF SAID PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 8, 99.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 91.5 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 8 A DISTANCE OF 10 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE A DISTANCE OF 91.5 FEET; THENCE NORTH 10 FEET TO THE POINT OF BEGINNING OF 1 FOOT; THENCE SOUTH A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING

EXHIBIT

A



200402250091

Skagit County Auditor