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 D/T \$30.00  
 Whatcom County, WA

Request of: FIRST AMERICAN TITLE INSURANCE

Filed for Record at Request of:  
 Timothy W. Carpenter  
 P.O. Box 367  
 Bellingham, WA 98227



200404300085  
 Skagit County Auditor

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**Document Nos.:** Whatcom: 2020705424; 2020805320; 2020902081; 2030503399  
 Skagit: 200207310166; 200211180297

**Grantor:** Charles E. Swift and Maria Swift, h/w  
 Lanhunt Investments LLC, a Wash. LLC

**Grantee:** James T. Takisaki, as his sep. estate

**Abbreviated legals:** Parcel A: Lot B, 2<sup>nd</sup> Amend to Bishop SP, V. 32, pg. 25 (plat)  
 Parcel B: E 1/2 W 1/2 NW 1/4 NW 1/4 Sec 23 T 35 N R3 EWM  
 Parcel C: Ptn Sec 23 T 35 N R3 EWM  
 Parcel D: Ptn W 1/2 NE 1/4 Sec 26 T 37 N R4 EWM  
 Parcel E: Ptn NW NW 28-39 3E  
 Parcel F: Lot 15 & Frac Lots 16&17, Blk 23, Eldridge & Bartlett's Add  
 V 1, pg. 91

**Complete legals:** Exhibit A (pp. 9-11 of document)

**Tax Parcel Numbers:** Parcel A: 390217-229381-0000  
 Parcel B: 350323-2-008-0007 (P34704)  
 Parcel C: 350323-2-009-0105 (P34707)  
 Parcel D: 370426-304427-0000  
 Parcel E: 390328-019496-0000  
 Parcel F: 380331-474350-0000

354845

## DEED OF TRUST

THIS DEED OF TRUST, made effective the 1<sup>st</sup> day of May, 2004, between CHARLES E. SWIFT and MARIA SWIFT, husband and wife; and LANHUNT INVESTMENTS L.L.C., a Washington limited liability company; collectively GRANTOR, whose address is 3912 Britton Road, Bellingham, WA 98226, and FIRST AMERICAN TITLE INSURANCE COMPANY OF BELLINGHAM, TRUSTEE, whose address is 215 N. Commercial St., Suite B, Bellingham, WA 98225, and JAMES T. TAKISAKI, as his separate property, BENEFICIARY, whose address is 1312 S. Weller Street, Seattle, WA 98144,

WITNESSETH: Grantor, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the indebtedness evidenced by the Promissory Note of even date, with interest thereon, and any other sums payable thereunder and hereunder, and to secure the performance of the obligations contained herein, grants, bargains, sells, and conveys to Trustee and its successors in trust and assigns forever, in trust, with power of sale, all of Grantor's estate, right, title, interest, claim and demand in the following described real properties in Whatcom County, Washington:

- A. see attached Exhibit "A";
- B. all buildings, structures and other improvements now or hereafter erected on the real property;
- C. all fixtures and trade fixtures used in association with the improvements on the real property;
- D. all personal property placed upon or used in conjunction with the real property;
- E. all of the Grantor's rights as landlord in and to all existing and future leases and tenancies, whether written or oral, and any issues or profits thereof; and
- F. the rights to the proceeds of sale of any of the foregoing.

The property referred to above is not used principally for agricultural or farming purposes;

This Deed of Trust is for the purposes of securing performance of each agreement of Grantor herein contained, as well as performance of the terms of the Promissory Note of even date executed by CHARLES E. SWIFT and MARIA SWIFT, husband and wife; LANHUNT INVESTMENTS L.L.C., a Washington limited liability company; and payment of the sum of **Three Hundred Thousand and 00/100s (\$300,000.00)**, with interest and other costs, fees or charges, in accordance with the terms of the said Promissory Note, payable to Beneficiary, or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also for such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon and in accordance with such additional terms as may attach.

To protect the security of this 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 improvement being built or about to be built thereon; to restore



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promptly any building, structure or improvement thereon which may be damaged or 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; and to keep the property free and clear of all other charges, liens or subsequent encumbrances any of which shall be deemed to impair the security of the Deed of Trust.

3. Not to convey, voluntarily or involuntarily, any right, title or interest in the property without the express written consent of Beneficiary. Upon default hereof, the entire obligation secured hereby shall become due and payable at once without further notice and thereupon Beneficiary shall be entitled to pursue any remedy available at law.

4. 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, any other deed of trust or encumbrance or the value of the secured property, whichever is greater. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as his interest may appear, and then to the Grantor. The amount collected under any insurance policy may be 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 the Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

5. To defend any action or proceedings to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including costs 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.

6. 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.

7. 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.



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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 satisfy fully 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 waive his right to require prompt payment when due of all other sum 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 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 the Trustee, may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including reasonable Trustee's fees and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto. With regard to any personal property, fixtures, assignments or choses, such security may be foreclosed as provided herein, or as may otherwise be provided by law.

5. Nothing herein contained shall prohibit Beneficiary from pursuing any other remedy available to him or his successor at law. Specifically, Beneficiary or Trustee shall be entitled to take possession of any property defined as security hereunder, to marshal the assets defined as security hereunder, and to the appointment of a receiver in the manner provided by law, without regard to the sufficiency of the property or any other security for the indebtedness secured hereby, which receiver shall be entitled to collect the rents, profits, proceeds of sale, or other income generated by the property used as security hereunder, and the application of such sums to the indebtedness owed Beneficiary. Beneficiary, or Beneficiary's agent or designee, shall be entitled to act in the capacity of receiver without necessity of appointment by the court having jurisdiction, and without bond. In the event Beneficiary obtains the appointment of a receiver from a court of competent jurisdiction, Beneficiary may so act or may designate Beneficiary's



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agent so to act, without bond to the extent allowed by law. The costs of such receivership shall be added to and become a part of the debt secured by this Deed of Trust.

6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property that Grantor had or had the power to convey at the time of execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The 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 purchasers and encumbrancers for value.

7. 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.

8. In the event of the 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 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.

9. 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.

10. This Deed of Trust supplements the following Deeds of Trust, all of which were granted by Charles E. Swift and Maria Swift, husband and wife, and Lanhunt Investments, L.L.C., a Washington limited liability company, in favor of James T. Takisaki, as his separate property:

| <u>Recording Date</u>     | <u>County</u> | <u>Auditor's File No.</u> |
|---------------------------|---------------|---------------------------|
| July 31, 2002             | Whatcom       | 2020705424                |
| July 31, 2002             | Skagit        | 200207310166              |
| Nov. 18, 2002 (re-record) | Skagit        | 200211180297              |
| Aug. 30, 2002             | Whatcom       | 2020805320                |
| Sept. 13, 2002            | Whatcom       | 2020902081                |
| May 14, 2003              | Whatcom       | 2030503399                |



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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this day personally appeared before me **Maria Swift**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of April, 2004.

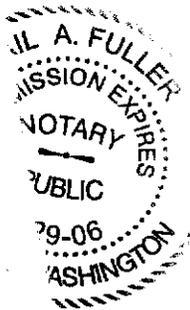


Gail Fuller  
Notary Public in and for the State of Washington  
Print name: Gail Fuller  
My Commission expires: 7/29/06

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that **Charles E. Swift** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager of Lanhunt Investments L.L.C.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of April, 2004.



Gail Fuller  
Notary Public in and for the State of Washington  
Print name: Gail Fuller  
My Commission expires: 7/29/06



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**REQUEST FOR FULL RECONVEYANCE**

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The under signed 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, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

real estate/takisaki/swift/dt \$300,000



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**EXHIBIT "A"**

**Parcel A:**

Lot B, 2<sup>nd</sup> Amendment to the Bishop Short Plat, according to the plat thereof, recorded in Volume 32 of Short Plats, page 25, under Whatcom County Auditor's File No. 950510060, records of Whatcom County, Washington, being a portion of the Southeast quarter of the Northwest quarter of Section 17, Township 39 North, Range 2 East of W.M.

Whatcom County, Washington.

TPN: 390217 229381 0000

**Parcel B:**

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 35 North, Range 3 East, W.M.; EXCEPT the North 200 feet of the East 132 feet of said premises in Section 23, Township 35 North, Range 3 East, W.M.; ALSO EXCEPT County Road along the North line thereof.

Situate in County of Skagit, State of Washington.

TPN: 350323 2 008 0007 (P34704)

**Parcel C:**

The South 130 feet of the North 330 feet of the East 66 feet of the East 8 rods of West 16 rods of East 1/2 of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 35 North, Range 3 East, W.M.

Situate in County of Skagit, State of Washington.

TPN: 350323 2 009 0105 (P34707)



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**Parcel D**

LEGAL DESCRIPTION

That portion of the West Half of the Northeast Quarter of Section 26, Township 37 North, Range 4 East of W.M., Whatcom County, Wa., described as follows:

Commencing at the Northwest corner of said West Half; thence South 00° 18' 51" West along the West line of said West Half a distance of 765.00 feet to the POINT OF BEGINNING; thence departing from said West line South 82° 30' 22" East 800.00 feet; thence South 14° 19' 20" East 516.01 feet to the North line of that tract of land conveyed to the City of Bellingham per A.F. No. 897758; thence Westerly along said North line on a curve to the right having a radius of 2789.79 feet, the center of which bears North 05° 46' 38" East, through a central angle of 01° 43' 00" an arc distance of 83.59 feet; thence North 82° 30' 22" West along said North line a distance of 527.52 feet to a curve to the right having a radius of 879.93 feet, the center of which bears North 07° 29' 38" East; thence along said North line on said curve through a central angle of 21° 53' 49" an arc distance of 336.29 feet to said West line of the West Half of the Northeast Quarter; thence North 00° 18' 51" East along said West line a distance of 420.12 feet to the POINT OF BEGINNING;

SUBJECT TO easements of record, if any.

ALSO TOGETHER WITH an easement for ingress, egress, and utilities, 30 feet in width, the East line of which is described as follows:

Commencing at the Northwest corner of said West Half; thence South 00° 18' 51" West along the West line of said West Half a distance of 765.00 feet; thence departing from said West line South 82° 30' 22" East 800.00 feet to the POINT OF BEGINNING; thence North 14° 19' 20" West 352.56 feet to the South line of Park Road and the POINT OF ENDING.

LESS county road.

SUBJECT TO easements of record, if any.

ALSO SUBJECT TO an easement for ingress, egress, and utilities, 30 feet in width, the East line of which is described as follows:

Commencing at the Northwest corner of said West Half; thence South 00° 18' 51" West along the West line of said West Half a distance of 765.00 feet; thence departing from said West line South 82° 30' 22" East 800.00 feet to the POINT OF BEGINNING; thence North 14° 19' 20" West 352.56 feet to the South line of Park Road and the POINT OF ENDING.

TPN: 370426 304427 0000



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**Parcel E:**

The West half of that portion of the West half of the Northwest quarter of the Northwest quarter of Section 28, Township 39 North, Range 3 East of W.M., lying North of the following described line:

Beginning at the intersection of the East line of the Hannegan Road with the North bank of Deer Creek, marked by a stake, said point being 612 feet, more or less, North of the South line of the Northwest quarter of the Northwest quarter and running thence Northeasterly in a straight line to the intersection of the East line of the West half of the Northwest Quarter with the South bank of Deer Creek, said point being marked by a wood post and being 730 feet, more or less, North of the South line of the Northwest Quarter of the Northwest Quarter;

EXCEPT the North 20 feet that lies within the East Axton Road, and EXCEPT that portion, if any, that lies within the Hannegan Road.

Situate in Whatcom County, Washington

TPN: 390328 019496 0000

**Parcel F:**

Lot 15 and fractional Lots 16 and 17, Block 23, Map of Eldridge and Bartlett's Addition to the Town of Sehome, Whatcom County, Washington, W.T., according to the plat thereof, recorded in Volume 1 of plats, page 91, records of Whatcom County, Washington, together with the Southeasterly 10 feet of vacated Otis Street abutting said lots and together with the vacated Northwesterly half of vacated alley abutting said lots as would attach by operation of law, pursuant to Bellingham City Ordinance No. 7555.

Situate in Whatcom County, Washington.

TPN: 380331 477350 0000



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