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## Deed of Trust

This Deed of Trust, made this 15 Day of October 2003, between

Dean Anderson or Sheri Anderson, Grantor, whose address is

18313 Eagle Pt. Ln., Mt. Vernon WA. 98274 and

Roderick Anderson Beneficiary, whose address is 20521 NE. 24<sup>th</sup> PL. Sammamish,

WA. 98074.

Rick Anderson Trustee whose address is 18799 W Big Lk Blvd Mt Vernon  
Grantor hereby bargains, sells and conveys to Beneficiary the following property in

Skagit County, Washington currently known by address 18313 Eagle Pt. Ln., Mt. Vernon

WA. 98274 with real property description in attachment.

PTRS 55 + 96 Big Lk Waterfront TRS

P62047

This 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

One Hundred Thousand Dollars (\$100,000.<sup>00</sup>) with interest, in accordance with

the terms of a promissory note of even date herewith, payable to Beneficiary or order, 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.

- 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 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; to keep the property free and 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 be held 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 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 this 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.
- 4) To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, 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.
- 5) To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses 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 herein above 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 waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3) The Grantor 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 Beneficiary, and 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, Grantor 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 may bid at Trustee's sale. Grantor shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including any 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) Grantor 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 has the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Grantor's deed shall recite the facts showing that the sale



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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 encumbrancers for value.

- 6) The power of sale conferred by this Deed of Trust and 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) 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.

Dean Anderson

Dean Anderson

Sheri R. Anderson

Sheri Anderson

State of Washington )

County of Skagit )

On this day personally appeared before me

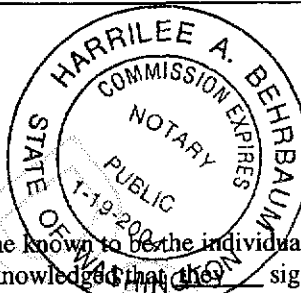
DEAN AND SHERI ANDERSON

who executed the within and foregoing instrument, and acknowledged that they signed the same as A free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>TH</sup> day of October, 2003.

Notary Public in and for the State of Washington, residing at MOUNT VERNON

My appointment expires: 1-19-2004



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**LOT 3**

That portion of Tracts 55 and 56, "Big Lake Waterfront Tracts", Skagit County, Washington, as per Plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, described as follows: Commencing at a point on the South line of said Tract 56, which point bears North 89°47'40" East a distance of 0.21 feet from the original Southwest corner of said Tract 56, and which point is a point on the curve of the East right-of-way line of that County Road known as Big Lake Boulevard, and at which point the tangent to the curve bears North 37°50'15" West; thence North 89°47'40" East along the South line of said Tract 56 a distance of 88.85 feet to the Southwest corner of a tract conveyed to Richard E. Holeman by Quit Claim Deed recorded under Auditor's File No. 807174; thence North 19°25'48" West along the West line of said Richard E. Holeman tract a distance of 80.00 feet to the Northwest corner of said Richard E. Holeman tract; thence continue North 19°25'48" West 70.00 feet to the TRUE POINT OF BEGINNING; thence North 48°51'19" East 230 feet, more or less, to a point on the ordinary high water of Big Lake; thence Northerly along said line of ordinary high water of Big Lake to a point on the North line of said Tract 55; thence South 26°22'00" West 265 feet +/- along said North line of Tract 55 to a point which bears North 19°25'48" West from the Point of Beginning; thence South 19°25'48" East 84.82 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion conveyed to Richard Trueman and Marie Trueman, husband and wife and recorded under Auditor's File No. 8007080039.

SUBJECT TO and TOGETHER WITH those easements of record described in Statutory Warranty deed recorded under Skagit County Auditor's File No. 719507.

ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, and other instruments of record.

Situate in the County of Skagit, State of Washington.

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