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WHEN RECORDED RETURN TO JAMES E. COLES COLCO L.L.C. P.O. BOX 24065 SEATTLE, WA 98124

CHICAGO TITLE IC30409

001182783



CHICAGO TITLE INSURANCE COMPANY

SHORT FORM DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST made this 10TH day of May THOMAS A. LITTLE, A SINGLE PERSON

→ 2004 between

whose address is

whose address is 1105 SPRINGBROOK ROAD, LAKE STEVENS, WA 98258

,GRANTOR

CHICAGO TITLE INSURANCE COMPANY a corporation, TRUSTEE, whose address is 701 FIFTH AVENUE, SUITE 3400, SEATTLE, WASHINGTON 98104

COLCO L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

whose address is

BENEFICIARY

P.O. BOX 24065, SEATTLE, WA 98124

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in SKAGIT County, Washington:

THE ABBREVIATED LEGAL DESCRIPTION IS AS FOLLOWS:

LOT 2, SKAGIT COUNTY SP# L-99-0003

THE COMPLETE LEGAL DESCRIPTION IS LOCATED ON PAGE 4 AS EXHIBIT "A".

Tax Account Number:8040-000-002-0000

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of

TWO HUNDRED NINETY-FIVE THOUSAND AND 00/100

(\$295,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; all renewals, modifications or 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.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOLUME	PAGE NO.	AUDITOR'S FILE NO.
Adams	2 of Record. Instr.	513-16	122987
Asotin	Microfilmed Under Auditor's No.	245.40	101986
Benton	241 of Official Rec.	695A-C	592931
Chelan	688 of Official Rec.	1682-1685	681844
Clallam	315 of Official Rec.	195-198	383176
Clark	Aud. Microfilm No.	702859-702862	G-519253
Columbia	49 of Deeds	198-201	F-3115
Cowlitz	747 of Official Rec.	234-237	675475
Douglas	125 of Mtgs.	120-123	151893
Ferry	28 of Deeds	413-416	15315 0
Franklin	11 of Official Rec.	138-141	309636
Garfield	Microfilmed under Auditor's No.		13044
Grant	44 of Rec. Doc.	373-376	538241
Grays Harbor	21 of General	31-34	207544
Island	181 of Official Rec.	710-713	211628
Jefferson	4 of Official Rec.	316-319	196853
King	5690 of Mtgs.	436-439	6382309
Kitsap	929 of Official Rec.	480-483	934770
Kittitas	111 of Mtgs.	361-364	348693
Klickitat	101 of Mtgs.	107-110	131095
Lewis	7 of Official Rec.	839-842	725562
Lincoln	107 of Mortgages	776-779	316596
Mason	Reel 48	Frame 835-838	236038
Okanogan	121 of Mortgages	517-519A	560658
Pacific	213 of Official Rec.	649-652	55707
Pend Oreville	27 of Mtgs.	8-11	126854
Pierce	1254 of Mtgs.	707-710	2250799
San Juan	28 of Mtgs.	459-462	69282
Skagit	19 of Official Rec.	80-83	716277
Skamania	47 of Mtgs.	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	70197
Snohomish	233 of Official Rec.	540-543	2043549
Spokane	14 of Official Rec.	1048-1051	376267C
Stevens	109 of Mtgs.	<i>i</i> /394-397	390635
Thurston	454 of Official Rec.	731-734	785350
Waukiakum	17 of Mtgs.	89-92	24732
Walla Walla	308 of Mtgs.	711-714	495721
Whatcom	82 of Official Rec.	855-858 S	1047522
Whitman	1 of Misc.	291-294	382282
Yakima	712 of Official Rec.	147-150	2170555

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agrigulture or farming purposes.

DEED OF TRUST RIDER ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.



be mailed to him at the address hereinbefore set forth. WITNESS the hand and seal of the Grantor on the day and year first above written. Thomas a Little STATE OF WASHINGTON SS 5 no COUNTY OF ON THIS DAY OF , 2004, BEFORE ME, THE ON THIS ______ DAY OF _________, 2004, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED THOMAS A. LITTLE KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED. NOTARY SIGNATURE PRINTED NAME: NOTARY PUBLIC IN_AND THE STATE OF WASHINGTON <u>5nonom</u> RESIDING AT MY COMMISSION EXPIRES ON LORRIE J. THOMPSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES REQUEST FOR FULL RECONVEYANCE TRUSTEE. TO: The undersigned is the legal owner and holder of the note and all other indebtedness secured by the with 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 delivered to you herewith, together with the 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: Page 3

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The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No.: 1182783

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of SKAGIT as follows:

, and is described

Lot 2, SKAGIT COUNTY BINDING SITE PLAN NO. L-99-0003, approved July 1, 2002, recorded July 1, 2002, under Auditor's File No. 200207010180, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Northwest Quarter In Section 32, Township 34 North, Range 4 East of the Willamette Meridian.

Situated in Skagit County, Washington.

EXLEGALE/RDA/0899



EXHIBIT "R"



Colliers International 601 Union St., Suite 5300 Seattle, WA 98101 Phone: (206) 223-0866 Fax: (206) 223-1427 © Copyright 1999 Commercial Brokers Association All Rights Reserved CB4

CBA Form DTR Deed of Trust Rider Rev. 12/99 Page 1 of 1

DEED OF TRUST RIDER

CBA Text Disclaimer: Text deleted by licensee indicated by strike. New text inserted by licensee indicated by small capital letters.

This Deed of Trust Rider is attached and made a part of that Short Form Deed of Trust (Limited Practice

Board Form No. 20) dated May 10, 2004 in which

Grantor is Thomas A. Little.

Trustee is Chicago Title Insurance Company,

and Beneficiary is Colco, L.L.C.,

The following modifications to the Master Form Deed of Trust are hereby incorporated:

- (1) New Subsection 1(e). The following new Subsection 1(e) is hereby added: "(e) All inventory, equipment, goods, supplies and materials now or hereafter owned by Grantor and located at or on or used in connection with the property, and all present and future accounts, general intangibles, chattel paper, documents, instruments, deposits accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust is intended to constitute a security agreement under the Uniform Commercial Code of Washington, and a UCC-2 Fixture Filing."
- (2) <u>Section 5</u>. This Section is amended to provide that the amount of late charge shall be five cents (\$0.05) per dollar, but if any different amount is provided in the promissory note, the amount in the promissory note shall control.
- (3) Section 25. Subsection 25(c) is amended to read: "(c) the property is sold or transferred without the Holder's consent." The following new subsection 25(e) is also added: "or (e) in one or more transaction, fifty percent (50%) or more of the stock, ownership or partnership interests in, or the right to control, the Grantor is sold or transferred without the Holder's consent."

(a)		J.		
INITIALS: BUYER:	DATE:	SELLER:	DATE:	05 05.04
BUYER:	DATE:	SELLER:	DATE:	

