

When Recorded Return to:  
STEVEN SUSSEX KERRY SUSSEX  
7550 E Mercer Way  
Mercer Island WA 98040



200407230194  
Skagit County Auditor

7/23/2004 Page 1 of 6 3:52PM

Chicago Title Company - Island Division  
Order No: AE10134 MM

1C 31722 ✓

**DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this July 19, 2004

ZANE W. WYLL and KELLI A. WYLL, husband and wife  
**GRANTOR**, whose address is

2309 22nd Street Anacortes WA 98221

Chicago Title Company - Island Division, a Washington Corporation  
**TRUSTEE**, whose address is 3110 Commercial, Suite 101  
P. O. Box 1228, Anacortes WA 982211228  
and

TSUNETO LEE and REBECCA C. LEE, husband and wife and STEVEN A. SUSSEX and KERRY  
SUSSEX, husband and wife, all as their interests may appear

**BENEFICIARY**, whose address is

7550 E Mercer Way, Mercer Island WA 98040

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

Ptn SW SW 1-34-1 and Ptn NWNW 12-34-1

SEE EXHIBIT A WHICH IS HERETO ATTACHED.

This property cannot be sold or transferred without the consent  
of the Beneficiaries herein.

Situated in Skagit County, Washington.

Tax Account No.: P19214 AND P19003

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 ONE HUNDRED FIFTY FIVE THOUSAND AND  
NO/100 (\$155,000.00) Dollars with interest, in accordance with 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.

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 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 and 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 of 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.
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 obligations 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 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 obligations 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 the 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 have acquired

LPB No. 22



200407230194  
Skagit County Auditor

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 the 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.

Zane W. Wyll      7/23/04      Kelli A. Wyll      7-23-04  
ZANE W. WYLL      Date      KELLI A. WYLL      Date

STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that ZANE W. WYLL and KELLI A. WYLL the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: July 23, 2004  
Donna M. Todd  
Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires: 5-31-2008



**REQUEST FOR FULL RECONVEYANCE**

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

TO: TRUSTEE

The undersigned 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 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 \_\_\_\_\_ 19 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

\_\_\_\_\_  
\_\_\_\_\_



Chicago Title Company - Island Division

EXHIBIT 'A'

**Description:**

**Order No:** AE10134 MM

Parcel A:

The South 187 feet of that portion of the Southwest Quarter of the Southwest Quarter of Section 1, Township 34 North, Range 1 East of the Willamette Meridian, lying Westerly of the County Road known as the Heart Lake Road, also shown of record as the C.R. Donnell Road No. 2.

Situated in Skagit County, Washington

Parcel B:

That portion of Government Lot 1, Section 12, Township 34 North, Range 1 East of the Willamette Meridian, lying Westerly of Heart Lake County Road and Northeasterly of the following described line:

Beginning at a point on the West line of said County Road that is 50 feet North of the South line of said Government Lot 1, as measured at right angles to said South line; Thence Northwesterly along the Westerly line of said County Road 650 feet to the true point of beginning of said line; Thence South 88°34'30" West parallel to the South line of said Government Lot to the Westerly line of said Government Lot, the terminal point of said line.

Situated in Skagit County, Washington

Parcel C:

That portion of Section 11, Township 34 North, Range 1 East of the Willamette Meridian, lying East of the following described line:

Commencing at the section corner common to Sections 1, 2, 11 and 12, Township 34 North, Range 1 East of the Willamette Meridian; Thence North 0°19'30" East along the West line of said Section 1, 188.25 feet; Thence North 84°21'30" East 163.07 feet to the true point of beginning of the line herein described; Thence South 21°11'30" West to the shore of Lake Erie and the terminus of said line;

EXCEPT from the above described parcels those portions thereof designated as Parcels D and E, more particularly described as follows:

Parcel D:

All those portions of Sections 1, 2, 11 and 12, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the section corner common to the aforesaid sections; Thence North 0°19'30" East along the West line of said Section 1, 188.25 feet to a point hereinafter designated as Point A; Thence North 84°21'30" East 51.00 feet to the true point of beginning of this description; Thence continue North 84°21'30" East 112.07 feet; Thence South 21°11'30" West to the shore of Lake Erie; Thence Westerly along said shore to a point that lies South 21°11'30" West from the said true point of beginning; Thence North 21°11'30" East to a point on the North line of an existing gravel driveway that bears South 21°11'30" West a distance of approximately 187 feet from the said true point of beginning; Thence Westerly along the North line of said driveway approximately 120 feet to the center of a small creek;



200407230194  
Skagit County Auditor

Thence Northeasterly along the centerline of the most Easterly branch of said creek to a point that lies 76.26 feet distant and South 77°40'39" West from Point "A" previously designated;  
Thence North 77°40'39" East a distance of 76.26 feet to Point "A" previously designated;  
Thence North 84°21'30" East 51.00 feet to the true point of beginning.

Parcel E

That portion of Government Lot 1, Section 12, Township 34 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the West road margin of Heart Lake County Road that is 50 feet North (as measured at right angles) of the South line of said Government Lot 1;  
Thence Northwesterly along the West line of said County Road 650 feet to the true point of beginning;  
Thence South 88°34'30" West 370 feet, more or less, to the shore of Lake Erie;  
Thence Northerly and Westerly along the shore of Lake Erie 100 feet;  
Thence Northeasterly to a point on the West road margin of said Heart Lake County Road that is 300 feet Northerly of the true point of beginning (as measured along the Westerly road margin of said County Road);  
Thence Southerly along the Westerly road margin of said County Road 300 feet to the true point of beginning.

Situated in Skagit County, Washington

