

AFTER RECORDING MAIL TO:

**Channel View LLC
245 E. George Hopper Road
Burlington, WA 98233**



200502150060

Skagit County Auditor

Reference No.:

2/15/2005 Page 1 of 4 11:21AM

**Filed for Record at Request of:
First American Title Of Skagit County
Escrow Number: 83944**

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): **Monte L. Hughes and Cindy L. Hughes**

Beneficiary: **Channel View LLC**

Trustee: **First American Title Of Skagit County**

Abbreviated Legal:

Section 12, Township 35, Range 1; Ptn. Northeast 1/4

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): **350112-1-005-0200, P31332**

FIRST AMERICAN TITLE CO.

83944E

THIS DEED OF TRUST, made this 14th day of February, 2005 between **Monte L. Hughes and Cindy L. Hughes, husband and wife, GRANTOR**, whose address is 14785 Channel Drive, LaConner, WA 98257, **First American Title Of Skagit County, TRUSTEE**, whose address is **1301-B Riverside Drive, Mount Vernon, WA 98273** and **Channel View LLC, a Washington LLC BENEFICIARY**, whose address is 245 E. George Hopper Road, Burlington, WA 98233.

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

Parcel "A":

Lot 3 of Short Plat No. 95-037, approved January 31, 1996, recorded February 2, 1996 in Volume 12 of Short Plats, pages 71 and 72, under Auditor's File No. 9602020036 and being a portion of the West ½ of the East ½ of Section 12, Township 35 North, Range 1 East (being a portion of the vacated Plat of Queen Anne Addition to North Anacortes), EXCEPT that portion thereof described as follows:

Beginning at the Southwest corner of the Northeast ¼ of said Section 12; thence North along the North-South Section 12 centerline 696.82 feet; thence South 89 degrees 11'40" East, 901.19 feet along Tract X centerline as shown on the face of said Short Plat No. 95-037; thence South 0 degrees 48'20" West, 15.00 feet to the center of 45 foot cul-de-sac of said Tract X; thence South 89 degrees 11'40" East, 45 feet; thence continuing South 89 degrees 11'40" East, 14.97 feet; thence North 0 degrees 50'23" East, 462.88 feet; thence South 88 degrees 41'45" East, 350.72 feet to the Easterly margin of that vacated Plat of Queen Anne Addition to North Anacortes, Wash., as per plat recorded in Volume 2 of Plats, page 26, records of Skagit County, Washington; thence South 01 degree 04'04" West, 400.29 feet and the true point of beginning; thence South 54 degrees 09'08" West, 347.02 feet to the South line of said Lot 3; thence South 89 degrees 11'40" East, along said South line, 277.45 feet to the Southeast corner of said Lot 3; thence North 01 degree 04'04" East, along the East line of said Lot 3, a distance of 207.16 feet to the true point of beginning.

Parcel "B":

That portion of Lot 4, Short Plat No. 95-037, approved January 31, 1996, recorded February 2, 1996 in Volume 12 of Short Plats, pages 71 and 72, under Auditor's File No. 9602020036 and being a portion of the West ½ of the East ½ of Section 12, Township 35 North, Range 1 East (being a portion of the vacated Plat of Queen Anne Addition to North Anacortes), described as follows:

Beginning at the Southwest corner of the Northeast ¼ of said Section 12; thence North along the North-South Section 12 centerline 696.82 feet; thence South 89 degrees 11'40" East, 801.47 feet along Tract X centerline as shown on the face of said Short Plat No. 95-037, and the true point of beginning; thence continuing South 89 degrees 11'40" East 142.15; thence along a curve concave to the West with a radius of 45 feet which bears South 71 degrees 20'08" West through a central angle of 80 degrees 12'52" an arc length of 63.00 feet; thence South 0 degrees 50'23" West, a distance of 108.36 feet; thence South 89 degrees 11'40" East, a distance of 108.80 feet; thence South 54 degrees 09'08" West a distance of 85.21 feet to a point on a curve concave to the South with a radius of 45 feet which bears 19 degrees 53'29" West; thence Westerly along said curve through a central angle of 60 degrees 02'49" an arc length of 47.16 feet to a point of reverse curvature with a radius of 25 feet which bears North 40 degrees 09'20" West; thence Westerly along said reverse curve through a central angle of 63 degrees 47'48" an arc length of 27.84 feet to a curve concave to the Northeast with a radius of 150 feet which bears North 23 degrees 38'28" East; thence Northwesterly

along said curve through a central angle of 67 degrees 09'53" an arc length of 175.84 feet; thence North 0 degrees 48'20" East 87.95 feet to the true point of beginning on the centerline of Tract X.

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 **SIXTY TWO THOUSAND AND NO/100 Dollars (\$ 62,000.00)** 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.

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.

This property may not be sold or transferred without Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable, unless prohibited by applicable law.

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 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 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 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 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 this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.



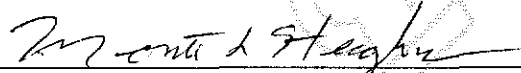
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Skagit County Auditor

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 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.

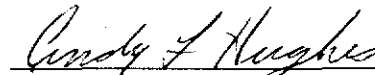
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of 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 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.

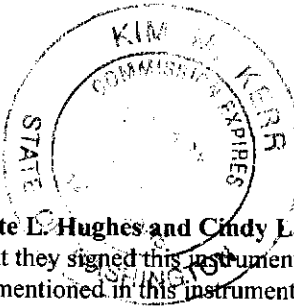


Monte L. Hughes



Cindy L. Hughes

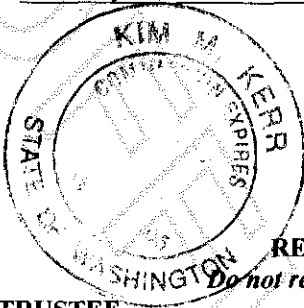
State of Washington
County of Skagit } SS:



I certify that I know or have satisfactory evidence that **Monte L. Hughes and Cindy L. Hughes** the persons who appeared before me, and said persons acknowledge that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 14, 2005

Kim M. Kerr



Notary Public in and for the State of Washington
Residing at: Mount Vernon
My appointment expires: 12/15/2005

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 _____

Mail Reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.



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Skagit County Auditor