

Goddard & Montoure  
PO Box 1013  
Mt. Vernon, WA 98273



200503240166  
Skagit County Auditor

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**DEED OF TRUST**  
(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 22 of March 2005, between James M. Clark, GRANTOR whose address is 36569 State Route 20, Sedro Woolley, Washington, 98284

TRUSTEE Land Title Company of Skagit County, whose address is: 111 East George Hopper road, Burlington Washington and BENEFICIARY(IES) Darlene El-Mae Clark whose address is 22850 SR 534, Mount Vernon, Washington 98274

WITNESSETH: GRANTOR(S) hereby bargains, sells and conveys to TRUSTEE in Trust, with power of sale, the following described real property in Skagit County, Washington:

Commonly known as: 36569 State Route 20, Sedro Woolley, Washington 98284  
Parcel Numbers: Parcel D: 350613-0-018-0008 & 350718-0-002-0000  
Parcel E: 350718-2-004-0004 & 350718-0-034-0002  
Parcel F: 350718-1-002-0100

Short Legal: That portion of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 6 East of the Willamette Meridian, Lying North of right of way of Great Northern Railway and Southeasterly of the Center of Alder Creek and more particularity described in legal description attached hereto as Exhibit "A" and made a part herein by reference.

Situate in the County of Skagit, State of Washington.

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.

The Grantor herein agree that in the event any portion of the premises herein conveyed is sold or assigned, any sums due and owing to the Beneficiaries herein under the terms of this Deed of Trust and the Note secured hereby will become immediately due and payable, at the option of the Beneficiary.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of (\$136,200.00) One Hundred Thirty Six Thousand Two Hundred US Dollars with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary(ies) or order, and made by Grantor(s), and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary(ies) to Grantor(s), 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(s) 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 delinquencies 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(ies), and be in such companies as the Beneficiary(ies) may approve and have loss payable first to the Beneficiary(ies), as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary(ies) shall determine. Such application by the Beneficiary(ies) shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) 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(ies) 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(ies) to foreclose this Deed of Trust.

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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(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary(ies) 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 proceedings, 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(ies) to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary(ies) 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(s) and the Beneficiary(ies), or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary(ies) or the person entitled thereto.

4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreements contained hereto, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary(ies). In such event and upon written request of Beneficiary(ies), 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; (3) the surplus, if any shall be distributed to the person 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(s) 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 purchase and encumbrances for value.





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**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 \_\_\_\_\_, 20\_\_.



**Parcel D Tax ID #s (350613-0-018-0008 & 350718-0-002-0000)**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF RIGHT OF WAY OF GREAT NORTHERN RAILWAY AND SOUTHEASTERLY OF THE CENTER OF ALDER CREEK, EXCEPT THAT PORTION DEEDED TO STATE OF WASHINGTON BY DEED DATED NOVEMBER 6, 1957, RECORDED DECEMBER 12, 1957 IN VOLUME 291 OF DEEDS, PAGE 293 AS AUDITOR'S FILE NO. 559558.

ALSO THAT PORTION OF GOVERNMENT LOT 2 AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M., LYING NORTH OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY; EXCEPT THE EAST 20 ACRES THEREOF.

**Parcel E Tax ID#s 350718-2-004-0004 & 350718-0-034-0002**

THE EAST 20 ACRES OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M., LYING NORTH OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY.

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 460 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE 240 FEET, MORE OR LESS TO THE NORTH BOUNDARY OF THE GREAT NORTHERN RAILROAD COMPANY'S RIGHT OF WAY; THENCE EASTERLY ALONG SAID NORTH BOUNDARY 254 FEET; THENCE EASTERLY ALONG SAID NORTH BOUNDARY 254 FEET;



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THENCE NORTHWESTERLY 334 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE WESTERLY 40 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

1. Easement to Puget Sound Power and Light Company for construction, maintenance, etc., on electric transmission line, recorded under Auditor's File No. 220834.
2. Easement to Puget Sound Power and Light Company for construction, maintenance, etc., on electric transmission line, recorded under Auditor's File No. 317028.
3. Easement to Puget Sound Power and Light Company for pole lines, recorded under Auditor's File No. 371030.
4. Easement to the State of Washington for sight distance, maintenance, recorded under Auditor's File No. 707032.

**Parcel F - Tax ID# 350718-1-002-0100**

THE WESTERLY 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 460 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE 240 FEET, MORE OR LESS, TO THE NORTH BOUNDARY OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT OF WAY; THENCE EASTERLY ALONG SAID NORTH BOUNDARY 254 FEET; THENCE NORTHWESTERLY 334 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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