

AFTER RECORDING MAIL TO:

Gary T. Jones
Jones & Smith
P. O. Box 1245
Mount Vernon, WA 98273



200503310187
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY
115628-SE

DEED OF TRUST

THIS DEED OF TRUST, made this 21st day of March, 2005, by and between Bucyrus Trust, Grantor, whose address is P.O. Box 131, LaConner, WA 98257, and LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, as Trustee, whose address is P.O. Box 1225, Mount Vernon, Washington, 98273, and CHRISTOPHER A. ROLFSON and CHERYL L. ROLFSON, husband and wife, Beneficiary, whose address is 20308 Welch Road, Snohomish, Washington 98296;

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

The West ½ of the Northeast ¼ of the Northeast ¼ of Section 11, Township 35 North, Range 5 East, W.M., EXCEPT Mineral Reservations as reserved in instrument under Auditor's File No. 8810110042, AND TOGETHER WITH non-exclusive easements for ingress, egress and utilities as created in instrument recorded under Auditor's File Nos. 8902210090 and 8910230016, records of Skagit County, Washington, TOGETHER WITH Bacus Hill Lot 65 Certificate of Membership in Bacus Lane Nonprofit Corporation issued May 31, 2002.

Assessor's Property Tax Parcel/Account Number(s): P38859

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 subject property is managed for forest resources and receives Skagit County Forest Classification for Real Property Tax purposes. If Grantor engages in any commercial harvest or bidding of trees on the subject premises, the net proceeds from sale of forest products shall be paid to Beneficiary and applied to the principal sum due. All such payments shall be in addition to monthly installments required by terms of the Installment Note secured by this Deed of Trust.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Eighty-nine Thousand and 00/100 Dollars (\$89,000.00),

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with interest, in accordance with the terms of an Installment 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 conveys 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 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.
4. 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.
5. 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 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.

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} SS:

the person who appeared before

authorized to execute the instrument and is Trustee

of Bucyrus Trust

Dated:

MY COMMISSION EXPIRES 12-31-07

My appointment expires: 12/31/2007

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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; 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 evidence 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: _____

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



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