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AFTER RECORDING MAIL TO: Gary T. Jones Jones & Smith P. O. Box 1245 Mount Vernon, WA 98273

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

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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 (\$89,000.09),

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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.
- 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.
- 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.
- 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.
- 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:

- 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.
- 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.
- 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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- 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; (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 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 encumbrancers 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 the 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 upon 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.

TIMOTHY RALPH CHOMIAK

Trustee for Bucyrus Trust

STATE OF WASHINGTON )

SS.

COUNTY OF SKAGIT

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STATE OF	Washington	}	
County of	Skagit	} SS:	
I cei	ertify that I know or have satisfactory	vidence Timothy Ralph	Chomiak is
		the p	erson who appeared before
me, and said	person acknowledged that he	signed this instrun	nent, on oath stated He is
authorized t	to execute the instrument and is	rustee	
		rus Trust	
to be the free	e and voluntary act of such party for the	e uses and purposes menti	oned in this instrument.
Dated:	3/30/05	1.	Hel
Carrie Huffer			
Γ		otary Public in and for the	e State of Washington
	CARRIE HUFFER 1	esiding at Burlington	
	CARRIE HUFFER I	ly appointment expires: 1	2/31/2007
	NOTARY PUBLIC		
	MY COMMISSION EXPIRES 12-31-07	)	

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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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