

**AFTER RECORDING MAIL TO:**

**Craig B. Carter**  
**N-2 Klamath Drive**  
**La Conner, WA 98257**



**200504130071**  
**Skagit County Auditor**

Reference No.:

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**Filed for Record at Request of:**  
**First American Title Of Skagit County**  
**Escrow Number: A84487**

**ALL-INCLUSIVE DEED OF TRUST**

(For use in the State of Washington only)

Grantor(s): **Wayne E. Sanders and Kathryn S. Sego**

**FIRST AMERICAN TITLE CO.**

Beneficiary: **Craig B. Carter**

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

**84487-2**

Abbreviated Legal:

Lot N-2 "Shelter Bay #3"

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): **5100-003-002-0000, P84037**

THIS DEED OF TRUST, made this 11th day of April, 2005 between **Wayne E. Sanders and Kathryn S. Sego, each an unmarried person**, GRANTOR, whose address is **N-2 Klamath Drive , La Conner, WA 98257**, **First American Title Of Skagit County**, TRUSTEE, whose address is **1301-B Riverside Drive , Mount Vernon, WA 98273** and **Craig B. Carter, an unmarried man**, BENEFICIARY, whose address is **N-2 Klamath Drive, La Conner, WA 98257**.

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

A leasehold interest in the following described property:

That portion of Tract N, "SURVEY OF SHELTER BAY, DIVISION NO. 3, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, pages 839 through 842, under Auditor's File No. 737014 and amendment thereto recorded in Volume 66 of Official Records, page 462, under Auditor's File No. 753731, records of Skagit County, Washington, described as follows:

Commencing at the Southwest corner of the Northeast ¼ of Section 2, Township 33 North, Range 2 East, W.M.; thence South 89 degrees 08'15" East along the South line of said subdivision a distance of 261.44 feet; thence North 74 degrees 00'00" East a distance of 294.09 feet; thence North 47 degrees 34'47" East a distance of 108.18 feet to the true point of beginning; thence continue North 47 degrees 34'47" East a distance of 152.03 feet; thence North 28 degrees 29'15" West a distance of 100.00 feet to a point on the arc of a curve having a radius point bearing North 48 degrees 00'06" West a distance of 155.00 feet; thence Southwesterly along the arc of said curve through a central angle of 28 degrees 00'06" a distance of 75.75 feet; thence South 70 degrees 00'00" West a distance of 52.99 feet; thence South 20 degrees 00'00" East a distance of 138.74 feet to the true point of beginning.

(Said Tract sometimes referred to as Tract N-2)

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 SIXTY THOUSAND AND NO/100 Dollars (\$ 160,000.00)** 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.

Additional Terms and Conditions per Addendum "A" attached hereto and by this reference made a part hereof.

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 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.

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.



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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.

  
Wayne E. Sanders

  
Kathryn S. Sego

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Wayne E. Sanders and Kathryn S. Sego** 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: 4-12-05 

Notary Public in and for the State of Washington  
Residing at: ANACORTES  
My appointment expires: 10-8-05

**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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Addendum "A"  
To  
All-Inclusive Deed of Trust

THIS ADDENDUM "A" TO DEED OF TRUST SETS FORTH FURTHER TERMS AND CONDITIONS OF THAT CERTAIN DEED OF TRUST DATED APRIL 11, 2005, by and between WAYNE E. SANDERS, AN UNMARRIED MAN, AND KATHRYN S. SEGO, AN UNMARRIED WOMAN (hereinafter "Grantors"), and CRAIG B. CARTER, AN UNMARRIED MAN (hereinafter "Beneficiary").

Grantor and Beneficiary further covenant and agree as follows:

This is an all-inclusive Deed of Trust, second and subordinate to an existing First Deed of Trust, which All Inclusive Deed of Trust secures Grantor's Note in the amount of \$160,000.00 as herein mentioned. The herein described property is presently encumbered by a prior Deed of Trust securing Beneficiary's Note in the original amount of \$134,400.00 in favor of Westside Federal Savings & Loan Association, recorded August 5, 1999, under A.F. Number 199908050070, to which reference is made, covering the property described herein.

Beneficiary hereby agrees with the Grantor to discharge said prior obligation to the holder thereof in accordance with the terms and conditions therein and to hold Grantor harmless from any liability in connection therewith. Should beneficiary fail in any manner to so discharge the said obligation, the Grantors herein may, at their option, make payments thereon and credit any and all such payments so made against the unpaid balance of the Note secured by this Deed of Trust.

It is understood and agreed that Grantors herein will pay all real estate taxes and hazard insurance premiums and shall provide Beneficiary with annual proof that same have been timely paid.

The Promissory Note referenced to herein contains the following provisions among others: "NOTWITHSTANDING the aforementioned payment of \$127,000.00, the Makers of this Note agree to pay in full the remaining principal balance, together with interest accrued thereon, on or before June 1, 2005.

  
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