

**AFTER RECORDING MAIL TO:**

**Joseph D. Woodmansee and Kimberly A. Woodmansee**  
**17146 Britt Road**  
**Mount Vernon, WA 98273**



200504180050  
Skagit County Auditor  
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**Filed for Record at Request of:**  
**Land Title Company of Skagit**  
**Escrow Number: 115238-PE**

LAND TITLE OF SKAGIT COUNTY

**DEED OF TRUST (Second & Subordinate)**

(For use in the State of Washington only)

Grantor(s): **Irving Construction Corporation**  
Beneficiary: **Joseph D. Woodmansee and Kimberly A. Woodmansee**  
Trustee: **Land Title Company of Skagit**  
Abbreviated Legal: Ptn SE ¼ SW ¼ in 25-35-1 EWM  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s): **350125-0-134-0107, P32133, ~~350125-0-134-0206, P32134~~, 350125-0-092-0008, P32078, 350125-0-162-0003 IOP, P32185**

THIS DEED OF TRUST, made this 7th day of April, 2005, between **Irving Construction Corporation, a Washington Corporation, GRANTOR**, whose address is **819 Commercial Ave Anacortes, WA 98221, Land Title Company of Skagit, TRUSTEE**, whose address is **P.O. Box 445 111 East George Hopper Road, Burlington, WA 98233** and **Joseph D. Woodmansee and Kimberly A. Woodmansee, a Washington Corporation, BENEFICIARY**, whose address is **17146 Britt Road, Mount Vernon, WA 98273**.

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 1 of Short Plat No. AN-82-003, approved November 4, 1982, and recorded in Volume 6 of Short Plats, page 26, under Auditor's File No. 8211080021, records of Skagit County, Washington; being a portion of the Southeast ¼ of the Southwest ¼ of Section 25, Township 35 North, Range 1 East, W.M.

EXCEPT that portion, if any, lying within a tract conveyed to Grace Rydberg, by deed recorded July 5, 1979, under Auditor's File No. 7907050023;

TOGETHER WITH that portion of the Southeast ¼ of the Southwest ¼ of Section 25, Township 35 North, Range 1 East, W.M., attached to the above-described Lot 1, Short Plat No. AN-82-003 by Boundary Line Adjustment, recorded under Skagit County Auditor's File No. **200504150044**, and being described as follows:

Beginning at the Northwest corner of the East ½ of the Southeast ¼ of the Southwest ¼ of Section 25, Township 35 North, Range 1 East, W.M;  
thence South 70 rods, more or less, to a point 10 rods North of the South line of said Section 25;  
thence West parallel with the South line thereof, 18 and 2/7 rods;  
thence North parallel with the East line thereof a distance of 70 rods to the North line of said Southeast ¼ of the Southwest ¼ of said Section 25;  
thence East on said North line a distance of 18 and 2/7 rods to the point of beginning.

EXCEPT 41<sup>st</sup> Street;

AND EXCEPT that portion described as follows:

The South 150.00 feet of the North 490.00 feet, of the West 150.00 feet, of the East 18 and 2/7 rods (301.71 feet) of the West ½ of the Southeast ¼ of the Southwest ¼ of Section 25, Township 35 North, Range 1 East, W.M.

AND ALSO EXCEPT that portion lying Northerly of the following described line:

Beginning at said Northwest corner of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 25, Township 35 North, Range 1 East, W.M.  
thence South  $1^{\circ}29'39''$  West along the West line of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  for a distance of 532.00 feet and being the point of beginning of said line description;  
thence North  $88^{\circ}59'27''$  West parallel with the North line of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 25, Township 35 North, Range 1 East, W.M., for a distance of 301.72 feet, more or less, (called 18 and  $\frac{2}{7}$  rods on previous descriptions) to the West line of the above-described tract, also being the East line of Lot 1, City of Anacortes Short Plat No. 82-003, approved November 4, 1982, and recorded in Volume 6 of Short Plats, page 26, under Skagit County Auditor's File No. 8211080021, and being the terminus of said line description.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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PARCEL "B":

The North 726 feet of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 25, Township 35 North, Range 1 East, W.M

EXCEPT Heart Lake Road, and 41<sup>st</sup> Street;

AND EXCEPT the following described tract:

Beginning at a point on the East line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  which is 581 feet South of the Northeast corner of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  ;  
thence South 145 feet;  
thence West 250 feet;  
thence North 145 feet;  
thence East 250 feet to the point of beginning.

Situate in the City of Anacortes, 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.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **NINE HUNDRED SIXTEEN THOUSAND AND NO/100 Dollars (\$916,000.00)** 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.
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.

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.

Irving Construction Corporation

  
By: W. Scott Irving, President

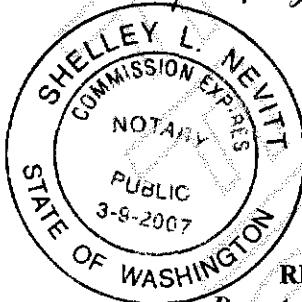


STATE OF Washington  
County of Skagit

}  
} SS:

I certify that I know or have satisfactory evidence W. Scott Irving is  
the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and is President and Director  
of Irving Construction Corporation  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4-7-2005



Shelley L. Nevitt  
Shelley Nevitt  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: 3/09/2007

**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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