

When Recorded Return To:

TRUST ACCOUNTING CENTER  
1419 SIXTH STREET  
ANACORTES, WA. 98221

200507120162  
Skagit County Auditor  
7/12/2005 Page 1 of 5 3:45PM

Filed for Record at Request of:

LAND TITLE OF SKAGIT COUNTY

117131-P

Escrow No. 20050938L

LPB-22A (i)

## DEED OF TRUST

(For use in the State of Washington only)

GRANTOR(S): JOEL C. HYLBACK AND TAMI G. HYLBACK Additional on page:

GRANTEE(S): Additional on page:

TRUSTEE : LAND TITLE CO.

LEGAL DESCRIPTION (abbreviated): LOT 2 OF SHORT PLAT 93-011 Additional on page:

ASSESSOR'S TAX PARCEL ID#: P104044

**THIS DEED OF TRUST**, made this **Thirtieth** day of **June 05**, between  
**JOEL C. HYLBACK AND TAMI G. HYLBACK, HUSBAND AND WIFE**, GRANTOR, whose address  
is **P.O. BOX 3249 ARLINGTON, WA. 98223**,  
**LAND TITLE CO., TRUSTEE**, whose address is **111 E. GEORGE HOFFER ROAD, BURLINGTON,**  
**WA 98233**, and **NORM COKER AND MARY COKER, HUSBAND AND WIFE, BENEFICIARY**, whose  
address is **% TRUST ACCOUNTING CENTER, 1419 SIXTH STREET ANACORTES, WA. 98221**.

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

**LOT 2, SHORT PLAN NO. 93-011, APPROVED OCTOBER 19, 1993, RECORDED OCTOBER 20,**  
**1993 IN BOOK 11 OF SHORT PLATS PAGES 3 AND 4 UNDER AUDITOR'S FILE NO. 9310200068**  
**AND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 4**  
**EAST, W.M.,**

**TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES**  
**OVER, UNDER AND ACROSS SNOWDEN LANE AS SHOWN ON THE FACE OF SAID SHORT**  
**PLAT.**

**ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND**  
**UTILITIES OVER, UNDER AND ACROSS THAT PORTION OF LOTS 1 AND 4 OF SAID SHORT**  
**PLAT, LYING WESTERLY OF THE WESTERLY LINE OF FRANKLIN ROAD AS SHOWN ON**  
**THE FACE OF THE SHORT PLAT.**

**ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND**  
**UTILITIES OVER, UNDER AND ACROSS A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET**  
**WIDE ON EACH SIDE OF THE CENTERLINE OF THE RAILROAD OF THE ENGLISH LUMBER**  
**COMPANY, AS THE SAME HAS HERETOFORE BEEN SURVEYED STAKED OUT AND**  
**ESTABLISHED UPON, OVER AND ACROSS THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND**  
**THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 33 NORTH,**  
**RANGE 4 EAST, W.M., LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF**  
**CEDARDALE ROAD.**

SEE CORRECTED LEGAL DESCRIPTION ATTACHED HERETO AND  
MADE A PART HEREOF.

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**Parcel Number(s): P104044**

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 of the property.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and

payment of the sum of (\$ 208,000.00)

**Two Hundred Eight Thousand And 00/100 Dollars**

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.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on July 7, 2011.

**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 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.

7. **DUE ON SALE: (OPTIONAL -Not applicable unless initialed by Grantor and Beneficiary)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

9074  
Grantor (Initials)

mc 11/16  
Beneficiary (Initials)

**IT IS MUTUALLY AGREED THAT:**

8. 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.

9. 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.

10. 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.

11. 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



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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.

12. 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.

13. 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.

14. 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 an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.  
(Note: If neither a nor b is checked, then option "a" applies)

Dated: 7-01-05

Joel C Hylback  
JOEL C HYLBACK  
Tami G. Hylback  
TAMI G. HYLBACK

APPROVED AS TO FORM & CONTENT

Norm Coker  
NORM COKER  
Mary Coker  
MARY COKER

State of WASHINGTON } ss.  
County of Snohomish

I certify that I know or have satisfactory evidence that JOEL C HYLBACK, and TAMI G. HYLBACK is/are the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 6/30/05

Notary Public  
Notary Public in and for the State of WA,  
residing at Denise  
My appointment expires: 8-3-2006

### 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 \_\_\_\_\_



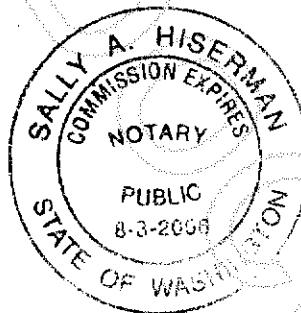
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State of Washington  
County of Snohomish } ss.

On this 30<sup>th</sup> day of June, 2005, personally appeared  
before me Joel C. Hylback & Tam. G. Hylback  
to me known to be the individual S described in and who executed the within and  
foregoing instrument, and acknowledged that ~~he/she~~<sup>they</sup> signed the same as ~~his/her~~  
their free and voluntary act and deed, for the uses and purposes therein mentioned.  
GIVEN under my hand and official seal this 30<sup>th</sup> day of June, 2005.

Sally A. Hiserman  
NOTARY PUBLIC in and for the  
State of WA  
residing at Seacrest

My commission Expires 8-3-2006



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DESCRIPTION:

CORRECTED LEGAL

Lot 2, Skagit County Short Plat No. 93-011, approved October 19, 1993, recorded October 20, 1993, in Book 11 of Short Plats, pages 3 and 4, under Auditor's File No. 9310200068, being a portion of the South ½ of Section 20, Township 33 North, Range 4 East, W.M.

EXCEPT that portion of said Tract 2 described below as "Tract X":

Tract "X"

That portion of Lot 2 lying South of the following described line:

Beginning at the Northeast corner of Lot 2 of said Short Plat;  
thence South 02°31'08" West along the East line of said Lot 2, a distance of 326.69 feet to the point of beginning of this line description;  
thence North 87°37'06" West, a distance of 697.08 feet to the most Westerly line of Lot 1 of said Short Plat and the terminus of this line description.

TOGETHER WITH that portion of Lot 1 of said Short Plat described below as "Tract Y":

Tract "Y"

That portion of Lot 1 lying North of the following described line:

Beginning at the Northeast corner of Lot 2 of said Short Plat;  
thence South 02°31'08" West along the East line of said Lot 2, a distance of 326.69 feet to the point of beginning of this line description;  
thence North 87°37'06" West a distance of 697.08 feet to the most Westerly line of said Lot 1 and the terminus of this line description.

TOGETHER WITH AND SUBJECT TO a non exclusive easement for ingress, egress and utilities, over, under and across Snowden Lane, as shown on the face of said Short Plat.

ALSO TOGETHER WITH a non exclusive easement for ingress, egress and utilities, over, under and across that portion of Lot 4 of said Short Plat, lying Westerly of the Westerly line of Franklin Road, as shown on the face of the Short Plat.

ALSO TOGETHER WITH a non exclusive easement for ingress, egress and utilities, over, under and across a strip of land 50 feet wide, being 25 feet on each side of the centerline of the railroad of the English Lumber Company, as the same has heretofore been surveyed, staked, and established upon, over and across the South ½ of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 29, Township 33 North, Range 4 East, W.M., lying Northeasterly of the Northeasterly line of Cedardale Road.

Situate in the County of Skagit, State of Washington.

X m

X 7/12/05



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