



200602130156

Skagit County Auditor

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4 11:26AM

WHEN RECORDED RETURN TO:

JACK O. SWANSON
BELCHER, SWANSON, LACKEY, DORAN,
LEWIS & ROBERTSON, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title: Deed of Trust
Grantor/borrower: 1) KIM CANTRELL 120002-PE
Grantee/assignee/beneficiary: 1) ANNE CANTRELL LAND TITLE OF SKAGIT COUNTY
Legal Description: Ptn SE 5-36-3
Assessor's Tax Parcel ID#: P47649

DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of February, 2006, between KIM CANTRELL, GRANTOR, whose address is 601 Donovan Street, Bellingham, WA 98225, JACK O. SWANSON, TRUSTEE, whose address 900 Dupont Street, Bellingham, Washington 98225, and ANNE CANTRELL, BENEFICIARY, whose address is 3610 Meridian Street, Bellingham, WA 98226.

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

SEE ATTACHED EXHIBIT "A"

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 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 **Four Hundred Thousand and 47/100 Dollars (\$400,000.00) 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 maybe advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon as 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. Any default on the first lien deed of trust constitutes a default on 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 of 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 the 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,

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 _____, 20____.

Mail reconveyance to:



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EXHIBIT "A"

LEGAL DESCRIPTION

All that portion of the Southeast $\frac{1}{4}$ of Section 5, Township 36 North, Range 3 East, W.M., being more particularly described as follows:

Beginning at the Southeast corner of said Southeast $\frac{1}{4}$ of Section 5;
thence North $2^{\circ}15'57''$ East, along the East line of said Southeast $\frac{1}{4}$, 1,335.95 feet;
thence leaving said East boundary line South $36^{\circ}00'00''$ West 253.14 feet, to the true point of beginning;
thence continuing South $36^{\circ}00'00''$ West, 660.70 feet;
thence South $72^{\circ}12'20''$ West 1,030.78 feet;
thence North $17^{\circ}47'40''$ West 325.76 feet;
thence North $45^{\circ}00'00''$ East 671.47 feet;
thence North $2^{\circ}15'57''$ East 616.58 feet;
thence South $89^{\circ}03'49''$ East 321.90 feet;
thence South $2^{\circ}15'57''$ West, 535.77 feet;
thence South $89^{\circ}03'49''$ East 669.60 feet to the true point of beginning.

TOGETHER WITH AND SUBJECT TO all beneficial rights of ingress, egress and utilities contained in Declaration of Covenants, Conditions, Restrictions, Easements and Road Maintenance Agreement as recorded May 25, 2001, under Auditor's File No. 200105250116.

Situate in the County of Skagit, State of Washington.



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