

AFTER RECORDING MAIL TO:

John Fuik
1212 Georgia
Anacortes, WA 98221

Reference No.:



200602240162
Skagit County Auditor

2/24/2006 Page 1 of 4 3:52PM

Filed for Record at Request of:
Land Title Company Of Skagit County
Escrow Number: 119582-s

LAND TITLE OF S...
LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): **Westward Construction, LLC**
Beneficiary: **John Fuik**
Trustee: **Land Title Company Of Skagit County**
Abbreviated Legal: **Lots 1 and 2, Blk. 702, Northern Pacific Add.**
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): **P58479/3809-702-002-0006**

THIS DEED OF TRUST, made this 16th day of February, 2006 between Westward Construction, a Washington LLC, Matthew Click, manager GRANTOR, whose address is 516 'O' Ave, Anacortes, WA 98221, Land Title Company Of Skagit County, TRUSTEE, whose address is 111 East George Hopper Road P.O. Box 445, Burlington, WA 98233 and John Fuik and Marjorie Fuik, husband and wife BENEFICIARY, whose address is 1212 Georgia, Anacortes, WA 98221.

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

Lots 1 And 2, Block 702, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

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

This Deed of Trust is in 2nd position after the Construction Deed of Trust dated February 15, 2006, with a Beneficiary of Business Bank of Skagit County, in the amount of 375,000.00.

which real property is not used principally for agricultural 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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of **THIRTY NINE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$39,750.00)** 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate 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 **September 16, 2007**.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. (X) 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: February 16, 2006

Westward Construction, LLC

By: Matthew D Click, Manager

State of Washington }
County of } SS:

I certify that I know or have satisfactory evidence that **Westward Construction, LLC**
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: February

Notary Public in and for the State of Washington

Residing at:

My appointment expires:

Read & Content Approved:

John Fuik

Marjorie Fuik

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.

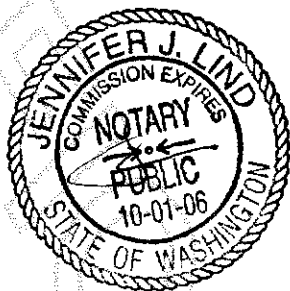
Dated _____,



STATE OF Washington }
County of Skagit , SS:

I certify that I know or have satisfactory evidence that Matthew D. Click
signed this instrument, on oath stated that He is
authorized to execute the instrument and acknowledged it as the Manager
of Westward Construction, LLC to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: February 16, 2006



Jennifer J. Lind
Notary Public in and for the State of Washington
Residing at Bow
My appointment expires: 10/01/2006



200602240162
Skagit County Auditor