

AFTER RECORDING MAIL TO:
GAIL R. SMITH
PO Box 1245
Mount Vernon, WA 98273



200606230249

Skagit County Auditor

6/23/2006 Page 1 of 6 3:58PM

DEED OF TRUST

Abbreviated Legal Description: SW ¼ Sec. 1 & SE ¼ Sec. 2, T34N, R3E W.M.
Tax Parcel/Account Numbers: P20935

THIS DEED OF TRUST, made this 23rd day of June, 2006, by and between RALEIGH GOOD, a single individual, Grantors, whose address is 12779 Avon Allen Road, Burlington, WA 98233, and LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, as Trustee, whose address is P.O. Box 1225, Mount Vernon, Washington, 98273, and ALAN BARTELHEIMER, a single individual, Beneficiary, whose address is 78 S. Reynolds Road, Othello, WA 99344;

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

Legal Description

A tract of land in the Southwest ¼ of Section 1 and in the Southeast ¼ of Section 2, all in Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a 2 inch iron pipe at the intersection of the line between Sections 1 and 2 and the northerly right-of-way of the Great Northern Railroad, which point is North 00° 47' 30" West 664.32 feet of said Section line from the Section corner common to Sections 1, 2, 11 & 12; thence North 63° 32' 30" East 1825.47 feet on said northerly right-of-way line to a 2 inch iron pipe;
thence North 00° 51' 00" West 307.20 feet on the West line of the United States Farm Security Administration Unit No. 19 to a 2 inch iron pipe;
thence South 89° 19' 30" West 1645.06 feet on the South line of the United States Farm Security Administration Unit No. 20 to a 2 inch iron pipe on the line between Sections 1 and 2;
thence South 89° 15' 30" West 1329.64 feet on said South line of United

States Farm Security Administration Unit No. 20 which point is witnessed by a 2 inch iron pipe set North 89° 15' 30" East 18.14 feet; thence South 00° 46' 30" East 442.32 feet on the line through the center of the Southeast ¼ of Section 2 and along the Harvey Smith Road to the center of the Harvey Smith Road; thence along the center of the Harvey Smith Road as follows:
South 15° 50' 30" East 24.66 feet;
South 25° 23' 00" East 53.86 feet;
South 28° 41' East 666.75 feet to a point witnessed by a 2 inch iron pipe set South 89° 16' 00" East 25 feet;
thence South 89° 16' 00" East 988.93 feet to a 2 inch iron pipe on the line between Sections 1 and 2;
thence South 00° 47' 30" East 5.83 feet to the point of beginning.

EXCEPT right-of-way for Drainage District No. 19;

AND ALSO EXCEPT the County road formerly known as the Harvey Smith Road and now commonly known as the Avon-Allen Road.

Assessor's Property Tax Parcel/Account Number(s): P20935

which real property is 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 Two Hundred Seventy Nine Thousand Three Hundred Thirteen Dollars and Forty-Four Cents (\$279,313.44), 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.

The real property identified above has been the subject matter of a Deed of Trust Foreclosure. The Grantor, RALEIGH GOOD, holds a Right of Redemption against said property. The Beneficiaries hereto are loaning funds to RALEIGH GOOD for the purpose of redeeming the property. This Deed of Trust is expressly intended to affix to the ownership rights of RALEIGH GOOD acquired as the result of his exercising his Right of Redemption.

To protect the security of this Deed of Trust, Grantor conveys 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.



200606230249

Skagit County Auditor

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.

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



200606230249

Skagit County Auditor

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; (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 encumbrancers 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 the 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 upon 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.


RALEIGH GOOD



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 23rd day of June, 2006, before me, the undersigned, personally appeared RALEIGH GOOD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of June, 2006.



[Signature]
Notary Public in and for the State of Washington

Residing at Bow

My commission expires: 3/3/10



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; 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 evidence 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: _____, 200__.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



200606230249

Skagit County Auditor