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Skagit County Auditor

10/5/2006 Page 1 of 5 11:55AM

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Skagit County Auditor

7/5/2006 Page 1 of 4 3:58PM

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When recorded return to:

BENDTSEN LLC
17885 Sam Bell Road
Bow, WA 98232

Filed for Record at Request of
Land Title Company of Skagit
Escrow Number: **119915-SE**

Grantor: **CAMMOCK, L.L.C.**
Grantee: **BENDTSEN, LLC**

LAND TITLE OF SKAGIT COUNTY **DEED OF TRUST**

(For use in the State of Washington only)

BEING RE-RECORDED TO ATTACH EXHIBIT "B" PERPETUAL EASEMENT

THIS DEED OF TRUST, made this 3rd day of July, 2006 between **CAMMOCK, L.L.C.**, a Washington Limited Liability Company GRANTOR , whose address is P.O. BOX 336 , Mount Vernon, WA 98273, Land Title Company of Skagit, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and Judith Ann Bendtsen BENEFICIARY, whose address is 17885 Sam Bell Road , Bow, WA 98232.

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

Abbreviated Legal: **Ptn Trs. 18& 21, Burlington Acreage.**

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION
SEE ATTACHED EXHIBIT "B" FOR PERPETUAL EASEMENT

Tax Parcel Number(s): **3867-000-021-0211-0209/P62401**

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 herein contained in this Deed of Trust, and payment of the sum of **ONE HUNDRED NINE THOUSAND TWENTY AND 63/100 Dollars (\$109,020.63)** 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 , or any of the Grantor ' 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 **July 1, 2036**(see additional terms and conditions)

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 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 . The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, 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.

Grantor (Initials)

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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.

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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 his/her/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. See Promissory Note for additional prepayment & due date

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)



200610050054
Skagit County Auditor

Dated: July 3, 2006

Cammock, L.L.C.

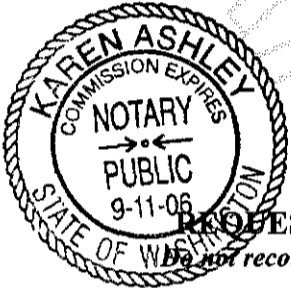
[Signature]
By: Chris Cammock, Manager

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence Chris Cammock
the person who appeared before
me, and said person acknowledged that he signed this instrument, on oath stated he
authorized to execute the instrument and is Manager
of ~~XXXXXXXXXXXXXXXXXXXX~~ CAMMOCK, L.L.C.
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 3, 2006

[Signature]
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2006



REQUEST FOR FULL RECONVEYANCE

Not for 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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Exhibit "A"

That portion of Tracts 18 and 21, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of Block 3, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington;

thence North $0^{\circ}02'25''$ East along the East line of Holly Street if extended Northerly, a distance of 569.50 feet to a point on the North line of that certain tract acquired by Public Utility District No. 1 by Order of Condemnation under Skagit County Superior Court Cause No. 16285 and dated November 3, 1939;

thence North $89^{\circ}58'05''$ West along the North line of said P.U.D. tract a distance of 110.00 feet to the Northwest corner of said P.U.D. tract and which point is the true point of beginning of this description;

thence South $89^{\circ}58'05''$ East along said North line of said P.U.D. tract, a distance of 198.58 feet;

thence North $6^{\circ}36'55''$ East a distance of 238.27 feet;

thence on a curve to the left having a radius of 144.16 feet, an arc distance of 72.46 feet;

thence North $22^{\circ}11'05''$ West, a distance of 105.11 feet;

thence North $60^{\circ}27'05''$ West, a distance of 277.76 feet to a point on the South right of way line of a proposed 60 foot road, and which point is on a curve, the tangent to which bears South $65^{\circ}43'42''$ West at said point;

thence Southwesterly along said curve to the right having a radius of 166.42 feet, an arc distance of 65.10 feet;

thence continuing South $88^{\circ}08'25''$ West along the South right of way line of said proposed 60 foot road, a distance of 88.47 feet to a point 30.00 feet East of the North and South centerline of Section 32;

thence South $0^{\circ}43'30''$ West along a line which is parallel to and 30.00 feet East of said North and South centerline of said Section 32, a distance of 260.13 feet;

thence South $29^{\circ}54'55''$ East, a distance of 110.75 feet;

thence South $44^{\circ}24'10''$ East, a distance of 200.02 feet;

thence South $16^{\circ}21'25''$ West, a distance of 133.03 feet;

thence South $55^{\circ}53'35''$ East, a distance of 75.22 feet to a point on the West line of said P.U.D. tract;

thence North $0^{\circ}02'25''$ East along the West line of said P.U.D. tract, a distance of 144.38 feet to the true point of beginning.

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



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Order No.: 119915-SE

EXHIBIT "B"

Perpetual easement and right of way of use over, along and upon all of the existing roads or roadways through or upon the following described property in Skagit County, Washington, to-wit:

Lots 18, 19, 20 and 21, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington. TOGETHER WITH the perpetual right, easement and use of any and all roads and roadways that may be put or placed upon said property by the grantors or their successors in interest replacing or supplementing the existing roads, public streets or ways of the City of Burlington or Skagit County, through or from said roadways upon said Lots 18, 19, 20 and 21, Plat of Burlington Acreage; without any liability on the part of the grantee to keep or maintain any such roads.



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