



2070100431

Page: 1 of 8
1/04/2007 10:51 AM
D/T \$40.00
Whatcom County, WA

Request of: CHICAGO TITLE INSURANCE

When recorded return to:

James T. Takisaki
1312 South Weller Street
Seattle, WA 98144-2051



200701090079
Skagit County Auditor

1/9/2007 Page 1 of 8 11:19AM

This document is filed for record by
CHICAGO TITLE INSURANCE CO.
As an accommodation only. It has not
been examined as to its execution or
as to its affect upon title.

DEED OF TRUST FIRST AMERICAN TITLE CO.

(For use in the State of Washington only)

M8938

6041249

ACCOMMODATION RECORDING ONLY

THIS DEED OF TRUST, made this 1st day of November, 2006 between Charles E. Swift and Maria L. Swift, husband and wife, Lanhunt Investments, LLC, a Washington Limited Liability Company, GRANTORS, whose address is 3912 Britton Road, Bellingham, WA 98226, Chicago Title Insurance Company, TRUSTEE, whose address is 1616 Cornwall Avenue, Bellingham, WA 98225 and James T. Takisaki, a single man and Jim Takisaki, Inc., a Washington Corporation BENEFICIARY, whose address is 1312 South Weller Street, Seattle, WA 98144-2051.

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

Abbreviated Legal:

Portion of the NE Quarter of Section 26, Township 37 North, Range 4 East, W.M.; Lots 1 and 2, Block 2, Kellogg's Garden Tracts, a plat; Lot 15 & Frac. Lots 16 & 17, Block 23, Eldridge & Bartlett's Add to Sehome (Vol 1/P 91); Portion of the NE Quarter of Section 15, Township 38 North, Range 3 East of W.M.; Lot B, 2nd Amendment to Bishop Short Plat; Lot 2, S/P #32-86 (Skagit) and Section 23, Township 35, Range 3; Ptn NW NW (Skagit)

Tax Parcel Number(s): 370426 304427 0000, 370306 320388 0000, 380331 474350 0000, 390217 229381 0000, P47874, 360313-4-007-0104, P34704, 350323-2-008-00007, 380315 352289 0000

Legal Description attached hereto as Schedule "A" and made a part thereof pg 5

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 Grantors herein contained in this Deed of Trust, and payment of the sum of SEVEN HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$720,000.00) 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' 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 or before 1st day of April, 2007..

To protect the security of this Deed of Trust, Grantors 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 Grantors. 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 Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

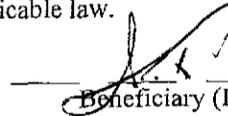
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by 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(s) 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(s) 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(s) 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 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(s), 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.



200701090079
Skagit County Auditor

22A

16. ADDITIONAL TERMS AND CONDITIONS:

PARTIAL RELEASE: Upon the sale of any property a release will be granted for 75% of the net proceeds from the sale unless otherwise agreed upon.

Date: November 1, 2006

[Signature]
Charles E. Swift

Maria L. Swift
Maria L. Swift

[Signature]
Lanhunt Investments, LLC
By: Chuck E. Swift, Member

NOTARY PUBLIC
STATE OF WASHINGTON
KAREN ALDERSON
My Appointment Expires
MARCH 28, 2007

State of Washington }
County of Whatcom } SS:

I certify that I know or have satisfactory evidence that Chuck E. Swift and Maria L. Swift

is/are 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: 1-2-07

Karen Alderson
Karen Alderson
Notary Public in and for the State of Washington
Residing at: Bellingham
My appointment expires: 3/28/2007

STATE OF Washington }
County of Whatcom } SS:

I certify that I know or have satisfactory evidence that Chuck E. Swift is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated he is is/are authorized to execute the instrument and acknowledge it as the Member of Lanhunt Investments, LLC to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 1-2-07

Karen Alderson
Karen Alderson
Notary Public in and for the State of Washington
Residing at Bellingham
My appointment expires: 3/28/2007

NOTARY PUBLIC
STATE OF WASHINGTON
KAREN ALDERSON
My Appointment Expires
MARCH 28, 2007

This document is filed for record by
CHICAGO TITLE INSURANCE CO.
As an accommodation only. It has not
been examined as to its execution or
as to its affect upon title.



200701090079
Skagit County Auditor

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 _____, _____



200701090079

Skagit County Auditor

SCHEDULE A

Parcel A: XXXX Park Road, Sedro Woolley, WA 98284 (9.40 Acres)
Portion of the NE Quarter of Section 26, Township 37 North,
Range 4 East, W.M.
370426 304427 0000

That portion of the West half of the Northeast quarter of Section 26, Township 37 North, Range 4 East of W.M., Whatcom County, Washington, described as follows:

Commencing at the Northwest corner of said West half; thence South $00^{\circ}18'51''$ West along the West line of said West half a distance of 765.00 feet to the point of beginning; thence departing from said West line South $82^{\circ}30'22''$ East 530.00 feet; thence North $16^{\circ}14'37''$ West, 144.56 feet; thence North $87^{\circ}20'25''$ East, 354.43 feet; thence South $13^{\circ}33'19''$ West, 195.91 feet; thence South $14^{\circ}19'20''$ East 275.39 feet; thence South $75^{\circ}40'40''$ West, 270.29 feet; thence South $11^{\circ}19'56''$ East 131.21 feet to the North line of that tract of land conveyed to the City of Bellingham per Auditor's File No. 897758; thence North $82^{\circ}30'22''$ West along said North line a distance of 313.09 feet to a curve to the right having a radius of 879.93 feet, the center of which bears North $07^{\circ}29'38''$ East; thence along said North line of said curve through a central angle of $21^{\circ}53'49''$ an arc distance of 336.29 feet to said West line of the West half of the Northeast quarter; thence North $00^{\circ}18'51''$ East along said West line a distance of 420.12 feet to the point of beginning.

Situate in Whatcom County, Washington

Parcel A-1:

An easement for ingress, egress and utilities, 30 feet in width, the centerline of which is described as follows:

Commencing at the Northwest corner of said West half; thence South $00^{\circ}18'51''$ West along the West line of said West half a distance of 765.00 feet; thence departing from said West line South $82^{\circ}30'22''$ East, 495.16 feet to the point of beginning; thence North $46^{\circ}28'10''$ East 35.89 feet; thence North $16^{\circ}14'37''$ West, 252.22 feet; thence North $02^{\circ}17'02''$ East 50.14 feet to the South line of Park Road and the point of ending.

Situate in Whatcom County, Washington

Parcel A-2:

A 50-foot radius well protective zone easement abutting the above-described Gift Cluster Exempt Tract, described as follows:



200701090079

Skagit County Auditor

Commencing at the most Northeast corner of said Gift Cluster Exempt Tract; thence South 87°20'25" West along the North line thereof a distance of 177.10 feet to the point of beginning of said easement; thence Northwesterly on a curve to the left having a radius of 50.00 feet, the center of which bears South 75°48'01" West through a central angle of 156°55'13" an arc distance of 136.94 feet to the said North line of the Gift Exempt Tract; thence North 87°20'25" East on said North line a distance of 97.98 feet to the point of beginning.

Situate in Whatcom County, Washington

Parcel A-3:

A septic drainfield easement abutting the above-described Gift Cluster Exempt Tract, described as follows:

Beginning at the most Northwest corner of said Gift Cluster Exempt Tract; thence South 82°30'22" East along the North line thereof, a distance of 159.84 feet; thence departing therefrom North 05°41'18" East 47.24 feet; thence North 45°53'36" West 76.48 feet; thence North 81°52'04" West, 108.82 feet to the West line of said West half of the Northeast quarter of Section 26; thence South 00°18'51" West on said West line a distance of 94.78 feet to the point of beginning.

Situate in Whatcom County, Washington

Parcel B: 705 & 705½ 32nd Street, Bellingham, WA 98225
Lots 1 and 2, Block 2, Kellogg's Garden Tract, a plat
370306 320388 0000

Lots 1 and 2, Block 2, Plat of Kellogg's Garden Tracts, according to the plat thereof, recorded in Volume 5 of Plats, Page 25, records of Whatcom County, Washington. Except the South 150 feet of said Lots 1 and 2; except the North 60 feet of Lots 1 and 2; and except the West 30 feet of Lot 1.

Situate in Whatcom County, Washington



200701090079
Skagit County Auditor

Parcel C: 1029 Humboldt Street & 1128 Otis Street, Bellingham, WA 98225
Lot 15 & Frac. Lots 16 & 17, Block 23, Eldridge & Bartlett's
Add to Sehome (Vol 1/P 91)
380331 474350 0000

Lot 15 and fractional Lots 16 & 17, Block 23, Map of Eldridge and Bartlett's Addition to the Town of Sehome, Whatcom County, Washington, W.T., according to the plat thereof, recorded in Volume 1 of Plats, Page 91, records of Whatcom County, Washington, together with the Southeasterly 10 feet of vacated Otis Street abutting said lots and together with the vacated Northwesterly half of vacated alley abutting said lots as would attach by operation of law, pursuant to Bellingham City Ordinance No. 7555.

Situate in Whatcom County, Washington.

Parcel D: XXXX Britton Road, Bellingham, WA 98226 (11.01 acres)
Portion of the NE Quarter of Section 15, Township 38 North,
Range 3 East of W.M.
380315 352289 0000

A portion of the Southwest quarter of the Northeast quarter of Section 15, Township 38 North, Range 3 East of W.M., described as follows:

Beginning at a point 30 feet East and 20 feet North of the center of Section 15, Township 38 North, Range 3 East; thence Easterly parallel with the Southerly line of said Southwest quarter of the Northeast quarter a distance of 303.4 feet to a point; thence Northerly parallel with the Westerly line of said Southwest quarter of the Northeast quarter a distance of 260.7 feet to a point; thence Easterly parallel with the Southerly line of the Southwest quarter of the Northeast quarter a distance of 66.6 feet to a point; thence Northerly parallel to the Westerly line of said Southwest quarter of the Northeast quarter a distance of 223.75 feet to the Southwest corner of that certain parcel of property conveyed to Joseph F. Nelson and Marlene Y. Nelson, May 1, 1974, at Whatcom County Auditor's File No. 1161113; thence Easterly parallel to the Southerly line of the Southwest quarter of the Northeast quarter a distance of 905.56 feet; thence Southerly along the East line of said Southwest quarter of the Northeast quarter a distance of 503.27 feet to the Southeast corner of said Southwest quarter of the Northeast quarter; thence Westerly along the Southerly line of said Southwest quarter of the Northeast quarter a distance of 1,274.83 feet, to the Easterly line of Britton Road; thence Northerly along the Easterly line of Britton Road, a distance of 20 feet to the true point of beginning.

Situate in Whatcom County, Washington



200701090079
Skagit County Auditor

Parcel E: 6395 Portal Way, Ferndale, WA 98248
Lot B, 2nd Amendment to Bishop Short Plat
390217 229381 0000

Lot B of 2nd Amendment Bishop Short Plat, as recorded May 10, 1995, in Volume 32 of Short Plats, Page 25, under Auditor's File No. 950510060, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel F: 2758 Barrell Springs Road, Bow, WA 98232
Lot 2, S/P #32-86 (Skagit)
P47874, 360313-4-007-0104

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 2 of Skagit County Short Plat No. 32-86, approved October 24, 1986, and recorded October 28, 1986, under Auditor's File No. 8610280007, in Volume 7 of Short Plats, page 128, records of Skagit County, being a portion of the Southeast $\frac{1}{4}$ of Section 13, Township 36 North, Range 3 East, W.M..

Parcel G: XXXX Alan West Road, Burlington, WA 98233 (8.9 acres)
Section 23, Township 35, Range 3; Ptn NW NW
P34704, 350323-2-008-0007

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 35 North, Range 3 East, W.M.; EXCEPT the North 330 feet of the East 132 feet of said premises in Section 23, Township 35 North, Range 3 East, W.M.; ALSO EXCEPT County Road along the North line thereof.



200701090079
Skagit County Auditor

1/9/2007 Page

8 of

8 11:19AM