

Return To: Peter A. Gilbert
314 Pine St., Matheson Bldg.
Mount Vernon, Washington 92873



200805060106

Skagit County Auditor

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DEED OF TRUST

THIS DEED OF TRUST, made this 5th day of May, 2008, between DUSTIN RINDAL, GRANTOR, whose address is 20434 Rindal Lane, Mount Vernon, Skagit County, Washington; LAND TITLE COMPANY, a corporation, TRUSTEE, whose address is P.O. Box 445, Burlington, WA 98233; and JERALD AND MILDRED RINDAL, BENEFICIARY, whose address is 20095 English Road, Mount Vernon, Skagit County, Washington.

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

Tax Account No. 330421-0-021-0007, P17053

ACREAGE ACCOUNT, ACRES 1.14, THAT PORTION LOT B, SKAGIT COUNTY SHORT PLAT NO. 31-76, RECORDED UNDER AF# 839947, AND BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO JERALD RINDAL AND MILDRED RINDAL, HUSBAND AND WIFE, BY SPECIAL WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8510300021, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 19 OF SURVEYS, PAGE 196, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 8 DEGREES 27' 10" WEST, ON A NORTHERLY PROJECTION OF THE WESTERLY LINE OF SAID RINDAL TRACT, A DISTANCE OF 130.00 FEET; THENCE NORTH 79 DEGREES 07' 52" EAST A DISTANCE OF 169.67 FEET TO THE SOUTHWESTERLY MARGIN OF A COUNTY ROAD KNOWN AS NORTH ENGLISH ROAD; THENCE SOUTH 25 DEGREES 10' 10" EAST, ALONG SAID SOUTHWESTERLY MARGIN OF NORTH ENGLISH ROAD, A DISTANCE OF 39.03 FEET TO THE NORTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO FRED AND AVIS NIESHE BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 766880; THENCE NORTH 75 DEGREES 12' 03" WEST, ALONG THE BOUNDARY OF SAID NIESHE TRACT, A DISTANCE OF 52.68 FEET; THENCE SOUTH 48 DEGREES 05' 43" WEST A DISTANCE OF 74.38 FEET; THENCE SOUTH 20 DEGREES 56' 24" EAST A DISTANCE OF 102.41 FEET TO THE NORTH LINE OF THE AFOREMENTIONED RINDAL TRACT; THENCE NORTH 85 DEGREES 59' 42" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 94.65 FEET TO THE POINT OF BEGINNING. ALSO TOGETHER WITH A TRACT OF LAND IN THE SE1/4 OF THE NW1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES NORTH 0 DEGREES 34' 23" EAST 575.71 FEET ALONG THE CENTERLINE OF SAID SECTION 21, AND SOUTH 85 DEGREES 10' 46" WEST 119.60 FEET FROM THE CENTER OF SAID SECTION 21; THENCE SOUTH 4 DEGREES 08' 30" WEST 120.30 FEET; THENCE NORTH 83 DEGREES 57' 10" WEST 132.40 FEET; THENCE NORTH 8 DEGREES 27' 10" WEST 102.40 FEET; THENCE SOUTH 85 DEGREES 59' 42" EAST 95.07 FEET; THENCE NORTH 79 DEGREES 20' 54" EAST 62.01 FEET TO THE POINT OF BEGINNING. ALSO TOGETHER WITH TRACT "Z", SHORT PLAT NO. PL-00-0501, RECORDED UNDER AF# 200104240122..

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 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 One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) 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 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.

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.

