



200809050016

Skagit County Auditor

9/5/2008 Page 1 of 5 8:59AM

**After Recording Return to:**

Mr. Dennis Jones  
Skagit Farmers Supply  
P.O. 266  
Burlington, WA 98233

130638-05

**Grantors:** Michael A. Youngquist, Jeanne M. Youngquist and the marital community comprised thereof

**Grantee:** Skagit Farmers Supply, a Washington corporation

**Abbreviated Legal Description:** Ptn Tr. 37, Burl. Acreage

<b>Tax Parcel Number(s):</b>	ID #s	P62527	3867-0000-037-0714
		&	
		P62529	3867-0000-037-0904

**LAND TITLE OF SKAGIT COUNTY**

**DEED OF TRUST**

130638-05

THIS DEED OF TRUST ("Security Instrument") is made on this 4<sup>th</sup> day of August, 2008 between the Grantors, MICHAEL A. YOUNGQUIST, a married individual and JEANNE M. YOUNGQUIST, a married individual and their marital community, LAND TITLE COMPANY OF SKAGIT COUNTY, TRUSTEE, a Washington Corporation and SKAGIT FARMERS SUPPLY, BENEFICIARY which is organized and existing under the laws of Washington, and whose address is P.O. Box 266, Burlington, WA, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County Washington.

ALL THAT PORTION OF LOTS 1 AND 2 OF REVISED SHORT PLAT NO. 7-85, APPROVED DECEMBER 3, 1985 AND RECORDED DECEMBER 4, 1985 IN BOOK 7 OF SHORT PLATS, PAGE 55, UNDER AUDITOR'S FILE NO. 8512040005 BEING IN SECTION 33. TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND IN TRACT 37, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY,

WASHINGTON, LYING WEST OF THE EAST ½ OF SAID TRACT 37, "PLAT OF BURLINGTON ACREAGE PROPERTY, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which has the addresses of 118 S. Gardner Road, Burlington, Washington 98233 and 20290 Sanchez Lane, Burlington, Washington 98233, which real properties, for the purposes of this agreement, are 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 between the Grantors and Beneficiary, including but not limited to payment of a Promissory Note dated February 15, 2006 with interest thereon, the obligations arising from a Forbearance and Credit Agreement signed by Grantors dated February 22, 2006, plus the obligations and additional advances as set forth in the Modification and Extension to Forbearance and Credit Agreement dated August 4th, 2008 and all renewals, modifications and extensions thereof, and also all such further and additional 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.
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 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 for failure to so pay.

3. Beneficiary agrees not to convey, transfer or any way encumber its interest herein without the written permission of Grantor.

4. 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.

5. 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 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 on 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.

6. 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



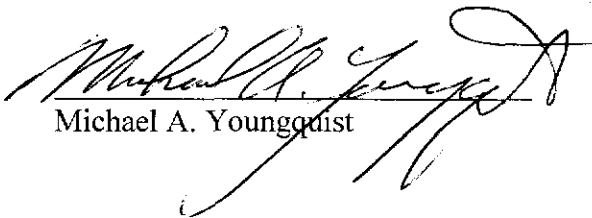
compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

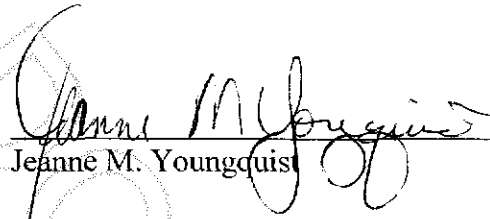
7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. In the event of the death, incapacity, disability or resignation of 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 party unless such action or proceeding is brought by the Trustee.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on 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.

DATED this 4<sup>th</sup> day of August, 2008.

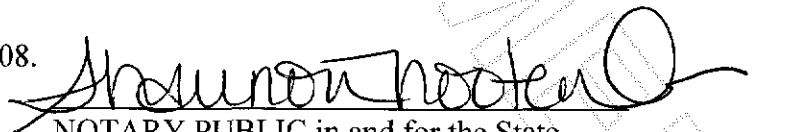
  
Michael A. Youngquist

  
Jeanne M. Youngquist

STATE OF WASHINGTON                    )  
  ) ss.  
County of Skagit                         )

I certify that I know or have satisfactory evidence that Michael A. Youngquist is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4 day of August, 2008.

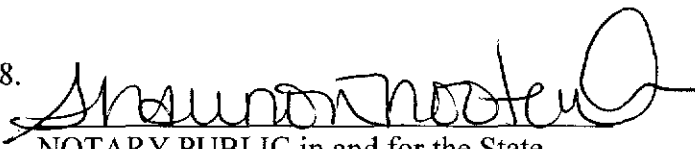
  
NOTARY PUBLIC in and for the State  
of Washington, residing at Sedro-  
Woolley Shannon Nooterboom  
(Printed or Stamped Name of Notary)  
My appointment expires 08/20/2010



STATE OF WASHINGTON                    )  
  ) ss.  
County of Skagit                        )

I certify that I know or have satisfactory evidence that Jeanne M. Youngquist is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4<sup>th</sup> day of August, 2008.

  
NOTARY PUBLIC in and for the State  
of Washington, Residing at Sedro Woolley

Shannon Nootenboom  
(Printed or Stamped Name of Notary)  
My appointment expires 08/20/2010



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Skagit County Auditor