

AFTER RECORDING MAIL TO:

Jeffrey C. Foushee
P.O. Box 3767
Bellevue, WA 98009



201302080077
Skagit County Auditor

2/8/2013 Page 1 of 7 3:15PM

DEED OF TRUST **GUARDIAN NORTHWEST TITLE CO.**
A104892-2

This **DEED OF TRUST**, made this 8th day of February, 2013, among

GRANTOR: **BIG SKY WEST, L.L.C.**, a Washington Limited Liability Company whose address is 7127 Upland Drive, Anacortes, WA 98221, and

TRUSTEE: **GUARDIAN NORTHWEST TITLE**, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273, and

BENEFICIARY: **JEFFREY C. FOUSHEE** whose address is P.O. Box 3767, Bellevue, WA 98009.

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 ATTACHED AS EXHIBIT NO. 1.

Abbreviated Legal: Section 4, Township 34 North, Range 2 East; W.M., Ptn. SW - NW and NW - SW

Tax Parcel Number(s):

Parcel A: 340204-0-054-0009 (P19847)

Parcel B: 340204-0-054-0108 (P19848)

Parcel C: 350125-3-087-0100 (P32140), 350125-3-087-0200 (P32141)
350125-3-087-0400 (P127396), 350125-3-087-0600 (P127398)

Parcel D: 340204-0-074-0005 (P19867), 340204-0-055-0008 (P19850)
340204-0-055-0100 (P112969)

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **EIGHT HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$802,500.00)**, with interest, in accordance with the terms of a Promissory Note of even date, 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.
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 the 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 above described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory 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 thereof 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 Trustees 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 become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent 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 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 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 purchasers and encumbrances 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 or disability or resignation of Trustee, Beneficiary shall 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 on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

9. If all or any part of the property which is secured with this Deed of Trust, or any interest of Grantors therein, is sold, transferred, or leased without Lender's prior written consent, Lender may, at its option, require immediate payment in full of the amount owing under the Promissory Note which is secured by this Deed of Trust.

10. Grantor shall be obligated to pay all fees and costs associated with the reconveyance of this Deed of Trust.

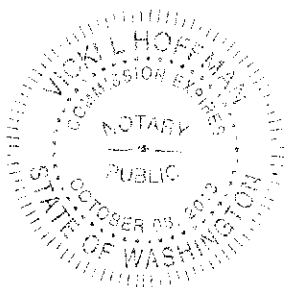
BIG SKY WEST, L.L.C.

by: L.D. Nelson
Lawrence D. Nelson
Title: MANAGER
Date: 2-8-13

by: Amber L. Nelson
Amber L. Nelson
Title: MANAGER
Date: 2-8-13

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Lawrence D. Nelson** and **Amber L. Nelson** (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the MANAGERS and of Big Sky West, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 2-8-13
Signature: Vicki L. Hoffman

Notary Public in and for the State of Washington

Notary (print name): VICKI L. HOFFMAN

Residing at: ANACORTES

My appointment expires: 10-8-13



REQUEST FOR FULL RECONVEYANCE

To be used only when loan has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the Promissory Note and all other indebtedness secured by the within Deed of Trust. Said Promissory 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 Promissory 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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____



EXHIBIT NO. 1

PARCEL "A":

All that portion of the Southwest 1/4 of the Northwest 1/4 the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the West 1/4 corner of said Section 4; thence South 1°2'00" West 55.50 feet; thence South 88°52'00" East 139.76 feet to the true point of beginning; thence North for a distance of 158.58 feet, more or less, to the South line of State Highway right-of-way as conveyed to the State of Washington by deed recorded March 6, 1961, under Auditor's File No. 604860, records of Skagit County, Washington; thence Southeasterly along the Southerly line of said State Highway for 308.27 feet, more or less, to a point 425.00 feet East of the West line of said Section 4; thence South to a point lying South 67°52'20" East from the true point of beginning; thence North 67°52'20" West a distance of 308.27 feet more or less, to the point of beginning.

EXCEPT the West 65.00 feet thereof.

TOGETHER WITH A non-exclusive easement for ingress, egress and utilities over, across and under the South 30 feet of both Tracts 1 and 2 described below and a non-exclusive easement for ingress, egress and utilities over, across and under a 30 foot wide strip of land lying within the North 50 feet of both Tracts 1 and 2 described below:

Tract 1: The West 65.00 feet of the that portion of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the West 1/4 corner of said Section 4; thence South 1°2'00" West 55.50 feet; thence South 88°52'00" East 139.76 feet to the true point of beginning; thence North for a distance of 158.58 feet, more or less, to the South line of State Highway right-of-way as conveyed to the State of Washington by deed recorded March 6, 1961, under Auditor's File No. 604860, records of Skagit County, Washington; thence Southeasterly along the Southerly line of said State Highway for 308.27 feet, more or less, to a point 425.00 feet East of the West line of said Section 4; thence South to a point lying South 67°52'20" East from the true point of beginning; thence North 67°52'20" West a distance of 308.27 feet, more or less, to the point of beginning.

Tract 2: That portion of the West 1/2 of Section 4, Township 34 North, Range 2 East W.M., described as follows:

Commencing at the West 1/4 corner of said Section 4; thence South 2°24'00" West along the West line of said section, 55.50 feet; thence South 87°30'00" East 25 feet to the true point of beginning (said point being on the East margin of March Point Road); thence South 87°30'00" East 114.76 feet to the East line of that certain tract conveyed to George D. Sullivan et ux by deed recorded July 16, 1947, under Auditor's File No. 406718; thence North 2°24'00" East along the East line of said Sullivan tract 158.58 feet, more or less, to the Southerly line of those



premises condemned by the State of Washington for highway purposes by decree entered June 5, 1961, in Skagit County Superior Court Cause No. 26055; thence Westerly along the Southerly line of said highway 119.20, more or less, to the East margin of March Point Road; thence South 1°55'45" West along said East margin, a distance of 130.78 feet; thence continue along said East margin South 2°24'00" West 55.66 feet to the point of beginning.

PARCEL "B"

A tract of land lying in the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the West Quarter corner of said Section 4; thence South 1°2'00" West 55.50 feet; thence South 88°52'00" East 139.76 feet to the true point of beginning; thence South 67°52'20" East approximately 308.27 feet, more or less, to a point 425 feet East of the West line of said Section 4; thence South parallel to the West line of said Section 4, to a point 340 feet South of the South line of State Highway right of way as conveyed to the State of Washington by deed dated January 25, 1961, under Auditor's File No. 604860, records of Skagit County, Washington; thence North 87°22'20" West 296.18 feet, more or less, to a point 140 feet East of the West line of said Section 4; thence North 1°02'00" East 281.42 feet, more or less, to the true point of beginning.

PARCEL "C"

Lots 1, 2, 4 and 6 of Nelson Short Plat No. SP-04-00 1, recorded February 8, 2008, under Auditor's File No. 200802080129, records of Skagit County, Washington, and being a portion of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 35 North, Range 1 East, W.M.

PARCEL "D"

That portion of the West 1/2 of Section 4, Township 34 North, Range 2 East W.M., described as follows:

Beginning at a point 15 feet East of the West quarter corner of Section 4, Township 34 North, Range 2 East W.M. (said premises being on the East margin of March's Point Road); thence South 580.00 feet, more or less, to the North line of County road known as the Stevenson Road; thence East along the North line of said County road, 125.00 feet; thence North 795.00 feet, more or less, to the Southerly line of those premises condemned by the State of Washington for highway purposes by Decree entered June 5, 1961, in Skagit County Superior Court Cause No. 26055; thence Westerly along the Southerly line of said highway to the East line of March's Point Road; thence South to the point of beginning;



EXCEPT THEREFROM the following described tract:

Commencing at the West quarter corner of said Section 4; thence South 224'00" West along the West line of said Section, 55.50 feet; thence South 8730'00" East 25 feet to the true point of beginning (said point being on the East margin of March's Point Road); thence South 8730'00" East 114.76 feet to the East line of that certain tract conveyed to George D. Sullivan, et ux, by Deed recorded July 16, 1947, under Auditor's File No. 406718, records of Skagit County, Washington; thence North 224'00" East along the East line of said Sullivan tract 158.58 feet to the Southerly line of those premises condemned by the State of Washington for highway purposes by Decree entered June 5, 1961 in Skagit County Superior Court Cause No. 26055; thence Westerly along the Southerly line of said highway 119.20 feet to the East margin of March's Point Road; thence South 155'45" West along said East margin 130.78 feet; thence continue along said East margin South 224'00" West 55.66 feet to the point of beginning.

