

KATHY HILL  
SKAGIT COUNTY AUDITOR

98 OCT 26 PM 12:18

Name: Nel/Son Distributing, Inc.

**9810260088**

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

Address: P.O. Box 187

City and State: Arlington, WA 98223

Tax Account Number: 340429-3-020-0102/ P28731, 340429-3-020-0201/ R28732

Escrow #: 55812

Abbreviated legal: Section 29, Township 34, Range 4; Portion SW ¼

FIRST AMERICAN TITLE CO.

**DEED OF TRUST**

55812-4

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 8th day of October, 1998, between JMJ Investments, Inc., a Washington corporation, GRANTOR, whose address is P.O. Box 187, Arlington, WA 98223, First American Title Insurance Company, a California Corporation TRUSTEE, whose address is P.O. Box 1667, Mt. Vernon, WA 98273 and Nel/Son Distributing, Inc., a Washington corporation, BENEFICIARY, whose address is P.O. Box 187, Arlington, WA 98223, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

(FOR LEGAL DESCRIPTION, SEE EXHIBIT 'A', ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF).

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 FIVE HUNDRED FORTY-FIVE THOUSAND AND NO/100THS Dollars (\$545,000.00) 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.
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.

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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 so 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 default for failure to so pay.

3. 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.

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 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; (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 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.

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, 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 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

JMJ INVESTMENTS, INC.

By: Mark J. Nelson  
Mark J. Nelson, President

By: \_\_\_\_\_

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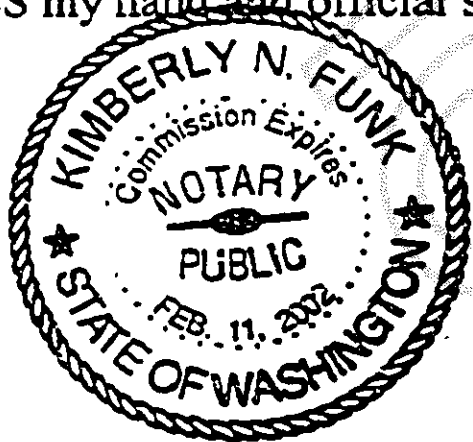
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State of Washington }  
County of Snohomish } ss.

On this 13<sup>th</sup> day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark J. Nelson to me known to be the President of JMJ INVESTMENTS, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Kimberly N. Funk  
Notary Public in and for the State of Washington,  
residing at Arlington.

My appointment expires: 2-11-2002.

**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 this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

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Exhibit "A"

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

Parcel A

That portion of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 50 feet Southeasterly (when measured radially) from Highway Engineer's Station F 9 2+00, as shown on Washington State Highway Department right of way map SR 5 MP222.08 to MP225.62, Johnson Road to Blackburn Street, Sheet 9 of 23 sheets, latest revision date September 10, 1971, said point being on a 250 foot radius curve concave to the Southeast, a radial at said point bearing South 74 degrees 58'06" East; thence Northerly along said curve 132.00 feet; thence South 45 degrees 07'01" East 145.49 feet to a point on the Northwesternly margin of the DL Ramp, as shown on said map; thence South 24 degrees 15'30" West 96.00 feet to a point 110 feet Northerly from (when measured at right angles to) Highway Engineer's Station A16+00; thence South 84 degrees 40'07" West 100.50 feet to a point 100 feet Northerly from (when measured at right angles to) Highway Engineer's Station A15+00; thence North 18 degrees 34'00" West 91.47 feet to the point of beginning.

Parcel B

That portion of the Southwest 1/4 of Section 29, Township 34 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Commencing at a point 50 feet Southeasterly (when measured radially) from Highway Engineer's Station F9 2+00, as shown on Washington State Highway Department Right-of-Way Map SR5 MP222.08 to MP225.62, Johnson Road to Blackburn Street, Sheet 9 of 23 sheets, latest revision date, September 10, 1971, said point being on a 250 foot radius curve concave to the Southeast, a radial at said point bearing South 74 degrees 58'06" East; thence Northerly along said curve, 132.00 feet to the true point of beginning; thence South 45 degrees 07'01" East, 145.49 feet to a point on the Northwesternly margin of the DL Ramp, as shown on said map; thence North 24 degrees 15'30" East along said Northwesternly margin, 255.63 feet to a point 250 feet Westerly (when measured radially) from Station 67+00 on the centerline of said SR5; thence North 20 degrees 02'30" East, 125.54 feet to a point 50 feet Southeasterly (when measured radially) from Station F9 7+50, as shown on said map, said point being on a 500 foot radius curve concave to the Northwest, a radial at said point bearing North 58 degrees 44'02" West; thence Southerly along said curve, 158.07 feet to a point 50 feet Southeasterly (when measured at right angles) from Station F9 PC5+57.74; thence South 49 degrees 22'45" West, 179.90 feet to a point 50 feet Southeasterly from Station F9 PT3+79.85, said point being the point of curvature of a 250 foot radius curve to the left; thence Southerly along said curve 17.87 feet to the true point of beginning.

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