



199912070030

Kathy Hill, Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name SUSAN E. LEHR, ESQ.
MONAHAN & BIAGI, PLLC
Address 5700 COLUMBIA CENTER
701 FIFTH AVENUE
City/State SEATTLE, WASHINGTON 98104

SHORT FORM
DEED OF TRUST



**First American Title
Insurance Company**

(this space for title company use only)

THIS DEED OF TRUST is made this 16th day of November, 1999, BETWEEN JOHN C. HUGHES, JR., as Grantor, whose address is 2014 Cove Place, Anacortes, Washington, 98221; and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee, whose address is 2101 Fourth Avenue, Suite 800, Seattle, Washington, 98121; and The Estate of John C. Hughes and Kay Hughes, collectively Beneficiary, whose address is 2611 Perkins Lane West, Seattle, Washington, 98199.

Grantor hereby irrevocably grants, bargains and conveys to Trustee in trust, with power of sale, the following described property in Skagit County, Washington:

See Attached Appendix I

U & Skyline # 7
Assessor's Property Tax Parcel/Account Number(s): 3827-000-008-0007

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Five Hundred Twenty-Five Thousand Dollars and No/100 DOLLARS (\$525,000) with interest thereon according to 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 other successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed Under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Fram 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F-3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed Under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

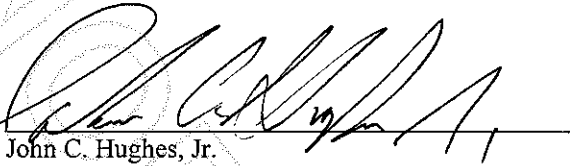
This Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.



WITNESS the hand of the Grantor on the day and year first above written.

DATED this 16th day of November, 1999.


John C. Hughes, Jr.

(Individual)

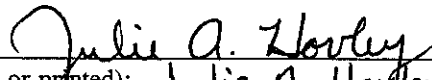
STATE OF WASHINGTON

County of King

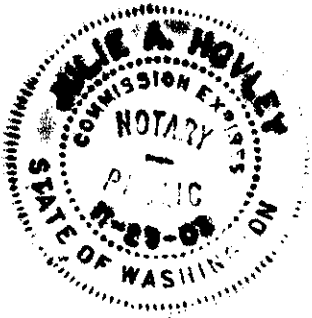
}
}
} SS.

I certify that I know or have satisfactory evidence that John C. Hughes, Jr. 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 this instrument.

DATED: November 16, 1999



Name (typed or printed): Julie A. Howley
NOTARY PUBLIC in and for the State of Washington
Residing at Seattle
My appointment expires: November 29, 2003



APPENDIX 1

PARCEL "A"

Lot 8. "SKYLINE NO. 11", as per plat recorded in Volume 9 of Plats, pages 78 and 79, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "B"

That portion of Section 27, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at the Southwest corner of Lot 8. "SKYLINE NO. 11", as per plat recorded in Volume 9 of Plats, pages 78 and 79, records of Skagit County, Washington;
thence South 62 31'48" West 100 feet;
thence North 07 53'30" West 129.12 feet;
thence North 15 59'44" East 65.70 feet;
thence South 75 14' 06" East 76.94 feet to the Northwest corner of said Lot 8;
thence Southerly along the Westerly line of said Lot 8 to the point of beginning.

Situate in the County of Skagit, State of Washington.

SUBJECT TO: Easement in favor of Puget Sound Power and Light Company recorded January 26, 1962, under Auditor's File No. 617291; Utility easement as set forth on the face of the Plat; Rights to make slopes for cuts and fills for original reasonable grading of the roads, streets, and alleys; Covenants, Conditions, and Restrictions recorded September 10, 1969, under Auditor's File No. 730909; Provisions regarding charges and assessments of Skyline Beach Club, Inc., as set forth in various Deeds of record; Mineral reservations and exceptions recorded Jun 29, 1912, under Auditor's File No. 91959 and recorded March 3, 1923, under Auditor's File No. 162371; Any prohibition of or limitation of use, occupancy, or improvement of the land resulting from rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water; Paramount rights and easements in favor of the United States to regulate commerce, navigation, fishing, and the production of power.



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REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

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: _____

Mail reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before the reconveyance will be made.



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