

AFTER RECORDING RETURN TO:
Washington Federal Savings
Anacortes Office
PO Box 97
Anacortes WA 98221
Attention: _____


199912150092
Kathy Hill, Skagit County Auditor
12/15/1999 Page 1 of 6 12:45:03PM

ISLAND TITLE COMPANY
SA-19291

Loan Number 014 207 227734-1

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made December 14th, 1999 between
CEDAR SPRING DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY

_____ as Grantor ("Borrower"), whose
address is PO BOX 319, ANACORTES WA 98221; and
ISLAND TITLE COMPANY as
trustee, whose address is PO BOX 1228, ANACORTES, WA 98221,
and WASHINGTON FEDERAL SAVINGS, a United States Corporation, as Beneficiary ("Lender"/
Grantee), whose address is 425 Pike Street, Seattle, Washington 98101.

Borrower hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale according to Washington law, all Borrower's estate, right, title, interest, claim and demand, now owned or hereafter acquired, in and to the following described property in Skagit County, Washington (the "Property", which term shall include all or any part of the Property, any improvements thereon and all the property described in Paragraph 2 of the Master Form Deed of Trust hereinafter referred to):

PTN NE SW 25-35-1

SEE THE 5TH PAGE OF THIS DOCUMENT FOR THE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN.

Assessor's Property Tax Parcel Account Number(s): 35012530810000
35012500830017, 35012500820000, 35012530810100, 35012500850015

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, leases and other agreements for the use and occupancy pertaining thereto, 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 Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits.

This Security Instrument shall constitute a security agreement under the Uniform Commercial Code of Washington between Borrower as debtor and Lender as secured party. Borrower grants a security interest to Lender in any of the Property which is personal property and also grants a security interest in the property described in Paragraph 3 of the Master Form Deed of Trust hereinafter referred to, now owned or hereafter acquired by Borrower (the Property, as defined above, and the property described in said Paragraph 3 are hereafter collectively referred to as the "Collateral").

Borrower's Initials NS

THIS SECURITY INSTRUMENT IS FOR THE PURPOSE OF SECURING the following: ~

(a) Payment of the sum of _____

FOUR HUNDRED FIFTY THOUSAND AND NO/100S

DOLLARS

(\$450,000.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to Lender or order and made by Borrower (the "Note", which term shall include all notes evidencing the indebtedness secured by this Security Instrument, including all renewals, modifications or extensions thereof);

b) Payment of any further sums advanced or loaned by Lender to Borrower, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Security Instrument, or (2) the advance, including costs and expenses incurred by Lender, is made pursuant to this Security Instrument or any other documents executed by Borrower evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Security Instrument (this Security Instrument, the Note and such other documents, including any construction loan, land loan or other loan agreement, are hereinafter collectively referred to as the "Loan Documents"), together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing;

c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents, including without limitation the loan agreement of even date herewith, which are incorporated herein by reference or contained herein.

THE MATURITY DATE OF THESE SECURED OBLIGATIONS, AS CONTAINED IN THE LOAN DOCUMENTS, INCLUDING THE NOTE, IS December 14th, 2001

By executing and delivering this Security Instrument and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 69 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 Borrower 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 dates below shown, in the Official Records of the offices of the County Auditors or County Recorders of the following counties in the State of Washington according to the enumerated recordation designations appearing below after the name of each county, to wit:

<u>COUNTY</u>	<u>DRAWER, REEL, BOOK OR VOLUME</u>	<u>FRAME OR PAGE NO(S.)</u>	<u>RECORDING OR AUDITOR'S FILE NO.</u>	<u>DATE OF RECORDING</u>
ADAMS	229	260-271	239483	October 12, 1995
ASOTIN			217406	October 11, 1995
BENTON	636	65-76	95-23049	October 12, 1995
CHELAN	1052	1633-1644	9510120008	October 11, 1995
CLALLAM	1111	694-705	729425	October 11, 1995
CLARK			9510110089	October 11, 1995
COLUMBIA	3D	712-723	8601	October 11, 1995
COWLITZ	1213	0637-0648	951012074	October 12, 1995
DOUGLAS	M444	09-20	307858	October 12, 1995
FERRY	[M.F. of O.R.]		232892	October 11, 1995
FRANKLIN	0377	0564-0575	524669	October 11, 1995
GARFIELD			3317	October 11, 1995
GRANT	068	1954-1965	951012004	October 11, 1995
GRAYS HARBOR	95	33136-33147	951012026	October 11, 1995
ISLAND	696	1410-1421	95016396	October 11, 1995
JEFFERSON	537	328-339	385505	October 11, 1995
KING			9510100421	October 10, 1995
KITSAP	0879	2392-2403	9510130066	October 13, 1995
KITTITAS	370	717	586108	October 11, 1995
KLICKITAT	327	218	249676	October 11, 1995
LEWIS	672	350-361	9514582	October 11, 1995
LINCOLN	65	003034-003045	400875	October 11, 1995
MASON	688	144-155	615408	October 11, 1995
OKANOGAN	137	1089-1100	833848	October 11, 1995
PACIFIC	9510	559-570	62332	October 11, 1995
PEND ORIELLE	121	1099-1110	230779	October 12, 1995
PIERCE	1163	2511-2522	9510110478	October 11, 1995
SAN JUAN	525	230-241	95101201	October 12, 1995
SKAGIT	1483	0372-0383	9510110046	October 11, 1995
SKAMANIA	152	860-871	123494	October 11, 1995
SNOHOMISH	3081	1623-1634	9510110189	October 11, 1995
SPOKANE	1781	1737-1748	9510110230	October 11, 1995
STEVENS	193	2376-2387	9510157	October 11, 1995
THURSTON	2464	702-713	9510110097	October 11, 1995
WAHIAKUM	104	0579-0590	45447	October 12, 1995
WALLA WALLA	234	1593-1604	9509789	October 11, 1995
WHATCOM	465	1133-1144	951011197	October 11, 1995
WHITMAN			Microfilm No. 580488	October 11, 1995
YAKIMA	1494	1819-1830	3110734	October 11, 1995

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LO20-T (WA)



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A copy of such Master Form Deed of Trust has been furnished to the person executing this Security Instrument, and by executing this Security Instrument the Borrower acknowledges having received such Master Form Deed of Trust.

The Property which is the subject of this Security Instrument is not used principally or primarily for agricultural or farming purposes.

The undersigned Borrower requests that a copy of any Notice of Default and of any Notice of Sale hereunder, as required by Washington law in case of non-judicial foreclosure of a deed of trust, be mailed to Borrower at Borrower's address as hereinabove set forth.

Borrower agrees to obtain all insurance required from time to time by Lender and as elsewhere provided in the Loan Documents, including flood insurance. If Borrower fails to maintain such insurance satisfactory to the Lender, Lender may make the payment on behalf of the Borrower and any sums expended shall be added to principal and bear interest at the rate provided in the Note.

If the box preceding any of the following statements contains an "X", that statement is a part of this Security Instrument. If the box is not so checked, the corresponding statement is not part of this Security Instrument.

- Paragraph 49 of the Master Form Deed of Trust (which refers to the existence, if any, of an adjustable rate feature in the Note) is hereby deleted.
- The Note secured hereby evidences a construction loan or land loan but is not a combination Note. Paragraph 53 of the Master Form Deed of Trust is hereby deleted.
- The Note secured hereby is a combination construction loan/permanent loan Note. Refer to paragraph 53 of the Master Form Deed of Trust.
- The Property or a part thereof is a Condominium. Refer to paragraph 50 of the Master Form Deed of Trust.
- A fee owner and a leasehold owner of the Property, or a portion thereof, have executed this Security Instrument. Refer to paragraph 51 of the Master Form Deed of Trust
- The Property or a part thereof is a leasehold estate. Refer to paragraph 52 of the Master Form Deed of Trust.
- See also Schedule "A" of this Short Form Deed of Trust, attached hereto and incorporated herein by this reference.

WITNESS the hand(s) and seal(s) of the Borrower, and each of them if more than one, on the day and year first above written.

CEDAR SPRING DEVELOPMENT LLC


NELS G STRANDBERG, PRESIDENT

(Over for notary acknowledgements)



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Kathy Hill, Skagit County Auditor

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

(Signature)

Notary Public in and for the State of _____ ,
residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that _____
NELS G STRANDBERG

[Name(s) of person(s)]

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/she/they) was/were authorized to execute the instrument and acknowledged it as the _____
PRESIDENT

(Type of Authority, e.g., Officer, Trustee)

of CEDAR SPRING DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 14, 1999

(Seal or Stamp)



Douglas D. Colglazier

(Signature)

Notary Public in and for the State of Washington ,
residing at Anacortes, Washington
My commission expires 02-17-01



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99344 1443 2644 LO20-T (WA)

PARCEL A:

All that portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the said Northeast Quarter of the Southwest Quarter at a point 603 feet North of the Southeast corner thereof;
thence West 603 feet;
thence North 222 feet to the South line of Horizon Heights Addition Division I, recorded in Volume 11 of Plats, page 90, records of Skagit County, Washington;
thence East along said South line for 137.6 feet to the Southeast corner thereof;
thence North along the East line of said plat for 225 feet to the Northwest corner of a tract of land conveyed to Michael E. Crompton by deed recorded under Auditor's File No. 9512290126;
thence East along the North line of said Crompton Tract for 250.67 feet to a point 209 feet West of the East line of the Northeast Quarter of the Southwest Quarter of said Section 25;
thence South $0^{\circ}21'19''$ East, parallel to and 209 feet West of the East line of said subdivision for 8.6 feet to the Northeast corner of that certain tract previously conveyed to Marguerite L. Espe by deed recorded under Auditor's File No. 9807280074;
thence West along the North line of said Espe tract for 30 feet to the Northwest corner thereof;
thence South along the West line of said tract for 209 feet;
thence East for 30 feet to the Southwesterly corner of that tract of land previously conveyed to said Marguerite L. Espe by deed recorded under Auditor's File No. 566574;
thence continuing East along the South line of said tract for 209 feet to the East line of the Northeast Quarter of the Southwest Quarter of said Section 25;
thence South along the East line thereof for 238 feet more or less to the point of beginning;

EXCEPT Hart Lake Road.

PARCEL B:

That portion of the Northeast Quarter of the Southwest Quarter in Section 25, Township 35 North, Range 1, East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of said subdivision 603 feet North of the Southeast corner thereof;
thence West 452.5 feet to the Northeast corner of a tract conveyed to Chanticleer Corporation, by deed recorded August 12, 1968, under Auditor's File No. 716886, records of Skagit County, Washington;
thence South along the East line thereof, 205 feet to the Southeast corner thereof;
thence East 332.5 feet to the Southwest corner of a tract conveyed to Glen E. Thomas, et ux, by deed recorded August 25, 1964, under Auditor's File No. 665058, records of Skagit County, Washington;
thence North along the West line of said Tract 185 feet to the Northwest corner thereof;
thence East along the North line of said Tract 120 feet to the East line of the Northeast Quarter of the Southwest Quarter of said Section 25;
thence North 20 feet to the point of beginning;

EXCEPT any portion thereof lying within Hart Lake Road.

PARCEL C:

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1, East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of said subdivision 603 feet North of the Southeast corner thereof;
thence West 452.5 feet to the true point of beginning;
thence West 150.5 feet, more or less, to the East line of the West 45 rods of said subdivision, said line being the East line of a tract conveyed to W. E. Schricker by deed recorded in Volume 8 of Deeds, page 626, records of Skagit County, Washington;
thence South along said East line 205 feet;
thence East 150.5 feet to the Southwest corner of a tract conveyed to W. L. Hall et ux, by deed recorded December 5, 1960, under Auditor's File No. 601611;
thence North along the West line of said Tract, 205 feet to the true point of beginning.



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PARCEL D:

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line thereof which is 270 feet South of the Northeast corner of said Northeast Quarter of the Southwest Quarter;
thence West a distance of 209 feet;
thence South a distance of 209 feet;
thence East a distance of 209 feet, more or less, to the East line of the Northeast Quarter of the Southwest Quarter;
thence North to the point of beginning.

PARCEL E:

That portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of said Northeast Quarter of the Southwest Quarter which is 270 feet South of the Northeast corner of said Northeast Quarter of the Southwest Quarter;
thence West along the Northerly line of the Marguerite L. Espe property as established by Warranty Deed under Auditor File No. 566574, a distance of 209 feet, to the Northwesterly corner of the said Espe property and true point of beginning of this description;
thence continuing West a distance of 30 feet;
thence South along a line parallel to and 30 feet distant from the Westerly line of the said Espe property a distance of 209 feet;
thence East, a distance of 30 feet to the Southwesterly corner of the Marguerite Espe property;
thence North along the Westerly line of the said Espe property a distance of 209 feet to the true point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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