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Kathy Hill, Skagit County Auditor

3/22/2000 Page 1 of 3 10:44:22AM



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Kathy Hill, Skagit County Auditor

3/17/2000 Page 1 of 2 3:56:04PM

After recording, return to:

Michael L. Lewis
506 Main
Mount Vernon, WA 98273

DEED OF TRUST

Grantors: Gary R. Nelson and Heike L. Nelson
Grantee: Alfred Nelson
Legal Description: L1, and the S 10 ft. of L2 & 3 and all of L4, Block 12, Calhoun's Addition
Assessor's Tax Parcel ID#: P74157

THIS DEED OF TRUST, made this 16 day of March, 2000, between Gary R. and Heike L. Nelson, GRANTORS, whose address is P.O. Box 550, LaConner, Washington, **LAND TITLE INSURANCE COMPANY**, a corporation, TRUSTEE, whose address is 111 E. George Hopper Road, Burlington, Washington, and Alfred Nelson, BENEFICIARY, whose address is P.O. Box 83, LaConner, Washington.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the above described real property in Skagit County, Washington:

Lot 1 and the South 10 feet of Lots 2 and 3, and all of Lot 4, Block 12, Calhoun's Addition to LaConner, as recorded in the office of the Auditor of Skagit County, Washington.

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 **One Hundred Thousand DOLLARS (\$100,000.00)** 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.
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.

ATTACHMENT TO DEED OF TRUST

THIS IS AN ATTACHMENT TO THE DEED OF TRUST dated March 16, 2000, between Grantor, **Gary R. Nelson and Heike L. Nelson** and Grantee, **Alfred Nelson** (Assessor's Tax Parcel ID #P74157) which was originally recorded on March 17, 2000, under Auditor's File No. 200003170117.

The Deed of Trust is being re-recorded to place all instruments in the chain of title in the proper sequence.



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3/22/2000 Page 3 of 3 10:44:22AM