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Kathy Hill, Skagit County Auditor
7/12/2000 Page 1 of 6 11:53:18AM

200007120063

Kathy Hill, Skagit County Auditor
7/10/2000 Page 1 of 6 8:44:23AM

AFTER RECORDING MAIL TO:

Name First American Title of Skagit County
Address P.O. Box 1667
City, State, Zip Mount Vernon, WA 98273

Filed for Record at Request of First American Title of Skagit County

Short Form
DEED OF TRUSTFIRST American
Title 0053017

THIS DEED OF TRUST, made this 7th day of July, 2000, between , Skagit County Title Company Inc. d/b/a First American Title Company, a Washington corporation as GRANTOR, whose address is P.O. Box 1667, Mount Vernon, WA 98273, , and DCBL, Inc. , as TRUSTEE, whose address is C/O 1600 Marsh and McLennan Building, 720 Olive Way #1600 Seattle, WA 98101-9801 and First American Title Insurance Company, as BENEFICIARY, whose address is C/O 1600 Marsh and McLennan Building, 720 Olive Way #1600 Settle, WA 98101

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

Sec. 31, Township 35, Range 2,; Portion of Govt. Lot 6

Sec. 32, Township 35, Range 2; Portion of Govt 1;

Sec 32, Township 35, Range 2, Portion; Portion Tideland Tract 18 Plate 12 and
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Sec. 29, Township 35, Range 2, Portion Tideland Tract 7, Plate 14

Ptn Par B-1 SP MV-11-79 DAF BAT SW COR of PAR B-1 S/P MV-11-79

ABBREVIATED LEGAL:

350231-0-016-0309 (R33271 350232-0-001-0206 (R33440) 350232-0-001-0107

340418-4-002-0105 (P26282) 350229-0-010-0200 (R33439)
(R33026)

350229-0-010-0309 (R33027)

This document is being rerecorded to add additional tax parcel numbers for all the property being encumbered.

Assessor's Property Tax Parcel/Account Number:

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 to secure the payment and preformance of all of Grantor's obligations under that certain Indemnity Agreement dated July 7, 2000 between Grantor and Beneficiary, concerning Beneficiary's Guaranty of a loan made by Horizon Bank to Grantor in connection with the Fidalgo Bay Resort RV Park in Anacortes, Washington.

In addition to the terms and conditions of the Master Form Deed of Trust which are incorportaed herein by reference, the Grantor covenants and agrees as follows:

(a) Grantor represents and warrants to Beneficiary that Grantor is not aware of any hazardous or toxic waster or substances being stored or used on the Property nor have such substances been stored or used on the Property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in activities on the Property which could result in the Property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

(b) Grantor shall promptly comply with all statutes, regulations and ordinances which apply to Grantor or the Property and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction by which Grantor is bound, relating to the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on or under the Property that becomes contaminated with hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Property, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary and whether or not Grantor has actual knowledge of the existence of hazardous or toxic substances in, on or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure in connection with such compliance activities, if such reimbursements are not made within ten days of Beneficiary's demand therefor, Beneficiary may bring a separate action against Grantor for reimbursement of such costs or may add them to the principal balance of the obligation secured by this Deed of Trust, at Beneficiary's option.

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 or 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 the name of each county, to wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
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	Waukiakum	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.

The property which is the subject of this Deed of Trust is not used principally or primarily for agriculture 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.

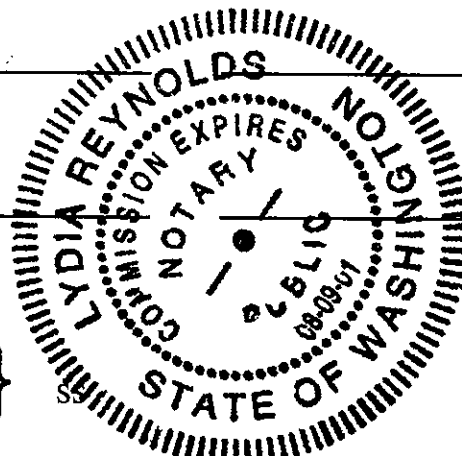
WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

FIRST AMERICAN TITLE COMPANY

By: James Koetje, President

By: Jack Wallace, Secretary

STATE OF WASHINGTON
COUNTY OF Skagit



I certify that I know or have satisfactory evidence that James Koetje and Jack Wallace are the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the President and Seretary of to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated:

7-7-00

Lydia Reynolds

Notary Public in and for the State of Washington
Residing at Mt Vernon
My appointment expires: 8-9-2001



200007120063

Kathy Hill, Skagit County Auditor

7/12/2000 Page 2 of 6 11:53:18AM



200007120063

Kathy Hill, Skagit County Auditor

7/10/2000 Page 2 of 6 8:44:23AM

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 before cancellation will be made.



200007120063
Kathy Hill, Skagit County Auditor
7/12/2000 Page 3 of 6 11:53:18AM



~~200007120063~~
Kathy Hill, Skagit County Auditor
7/10/2000 Page 3 of 6 8:44:23AM

P A R C E L _ 1

Parcel "A":

Parcel B-2 of Mount Vernon Short Plat No. MV-11-79, approved October 4, 1979, and recorded October 5, 1979, in Volume 3 of Short Plats, Pages 192, 193 and 194, and recorded under Auditor's File No. 7910050029, records of Skagit County, Washington, being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.

TOGETHER WITH an easement for parking on the Easterly 65 feet of the most Southerly 140 feet of Parcel B-1 of said Short Plat No. MV-11-79, as created by document recorded under Auditor's File No. 8605010054.

ALSO TOGETHER WITH an easement for ingress, egress and utilities over and across the most Easterly 230 feet of Parcel B-1 of said Short Plat No. MV-11-79.

Parcel "B":

That portion of Parcel "B-1" of the ABC Pacific Corporation Short Plat No. MV-11-79, approved October 4, 1979, and recorded October 5, 1979, as Auditor's File No. 7910050029, in Volume 3 of Short Plats, Pages 192, 193 and 194, described as follows:

Beginning at the Southwest corner of said Tract "B-1"; thence North 89 degrees 35' 30" East along the South line thereof, 990.91 feet, more or less, to the Southeast corner of Parcel "D" of those premises mortgaged to Horizon Bank by that certain Deed of Trust recorded March 7, 1989, under Auditor's File No. 8903070006, said point being the true point of beginning; thence continue North 89 degrees 35' 30" East, a distance of 65 feet, more or less, to the Southwest corner of Parcel "B-2" of said Short Plat; thence North along the West line of Parcel "B-2" to the Northwest corner thereof; thence South 89 degrees 35' 30" West along a line which is parallel to and 40.00 feet South of a Northerly line of said Parcel "B-1", 65 feet, more or less, to the Northeast corner of the above described Parcel "D"; thence South along the East line of Parcel "D" to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over and across the following described 40 foot wide strip of land:

Beginning at the Northeast corner of Parcel "B-2" of said Short Plat; thence South 89 degrees 35' 30" West along the North line of Parcel "B-2" and its Westerly extension 230 feet, more or less, to the Northeast corner of the above described Parcel "D"; thence North 0 degrees 25' 05" East, 40.02 feet, more or less, to a point on a Northerly line of Parcel "B-1"; thence North 89 degrees 35' 30" East along said Northerly line to a Northeasterly corner of Parcel "B-1"; thence South along the Easterlymost line of Parcel "B-1", 40 feet, more or less, to the point of beginning.

All of the above being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.

Parcel "C":

That portion of Government Lot 8, and the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of Parcel B-2 of Mount Vernon Short Plat No. MV-11-79, recorded October 5, 1979, in Volume 3 of Short Plats, Pages 192, 193 and 194, under Auditor's File No. 7910050029, records of Skagit County, Washington; thence South 89 degrees 35' 30" West along the South line of Parcel B-1 of said Short Plat, 65.00 feet; thence South 0 degrees 40' 30" West parallel with the West line of said Parcel B-2, a distance of 25.00 feet; thence North 89 degrees 35' 30" East parallel with said South line of Parcel B-1, a distance of 65.00 feet to a point which lies South 0 degrees 40' 30" West from the point of beginning; thence North 0 degrees 40' 30" East, 25.00 feet to the point of beginning.



200007120063
Kathy Hill, Skagit County Auditor
7/12/2000 Page 4 of 6 11:53:18AM



200007120063
Kathy Hill, Skagit County Auditor
7/10/2000 Page 4 of 6 8:44:23AM

PARCEL 2

PARCEL "P":

Those portions of Government Lot 6, Section 31, Township 35 North, Range 2 East W.M., and Government Lot 1, Section 32, Township 35 North, Range 2 East W.M., described as follows:

Beginning at a point on the North line of the Burlington Northern Railroad right-of-way, which is 75 feet West of the right-of-way change (from 100 feet to 75 feet); at Station 325 + 85; thence South along the Easterly line of that certain tract of land conveyed to Olympic V Associates, et al, by Deed recorded under Auditor's File No. 8011200029, records of Skagit County, Washington, to the South line of said Railroad right-of-way and the true point of beginning; thence Easterly along the South boundary of the Burlington Northern right-of-way, crossing the Section line common to Sections 31 and 32, continuing Easterly along the Burlington Northern right-of-way in Lot 1, Section 32, to the Government Meander Line; thence South along the Meander Line to the North boundary of Fidalgo Bay Road as it now exists; thence Westerly along the North boundary of Fidalgo Bay Road, crossing Weaverling Road, and continuing to a point that is a distance of 525 feet from the West boundary of Weaverling Road (being also on the East line of the Olympic V Associates tract as set forth herein above); thence North along the East line of said Olympic V Associates tract to the true point of beginning, less County Roads; ALSO EXCEPT any portion thereof lying Easterly of the Weaverling Road; TOGETHER WITH that portion of said Government Lot 6 conveyed to Richard V. Stockwell, Jr., et ux, by Deed recorded February 14, 2000, under Auditor's File No. 200002140139.

PARCEL "Q":

That portion of Government Lot 6 of Section 31, Township 35 North, Range 2 East W.M., lying Southeasterly of the Southeasterly line of the Weaverling Road and lying Northeasterly of the Northeasterly line of Fidalgo Bay Road.

PARCEL "R":

That portion of Government Lot 1, Section 32, Township 35 North, Range 2 East W.M., described as follows:

Beginning at the Section corner common to Sections 29, 30, 31 and 32, Township 35 North, Range 2 East W.M., situated in Skagit County, State of Washington; thence Easterly along the Government Meander Line a distance of 172.68 feet, which is the true point of beginning; thence Easterly along said Government Meander Line, 415 feet, more or less, to the Northwest corner of a tract owned by Richard Stockwell; thence Southerly along the West boundary of said Tract, (which is 125 feet West and parallel to the "Old Fence Line", as established in Skagit County Superior Court Cause No. 23670), to the North line of the Burlington Northern right-of-way; thence Westerly along said right-of-way to the intersection of the Section line common to Sections 31 and 32, and the North boundary of the Burlington Northern right-of-way; thence North to the true point of beginning; EXCEPT the County Road.

TOGETHER WITH those portions of Tideland Tract 7, Plat 14, Section 29, Township 35 North, Range 2 East W.M., and Tideland Tract 18, Plat 12, Section 32, Township 35 North, Range 2 East W.M., described as follows:

Beginning at the common corner of Sections 29, 30, 31 and 32, Township 35 North, Range 2 East W.M.; thence Easterly along the High Tide Line a distance of 172.68 feet to the true point of beginning; thence Northerly, crossing Tract 18 and continuing in Tract 7, parallel to the "Old Fence Line", if produced to the Inner Harbor Line and being also along the Easterly line of that certain tract conveyed to Olympic V Associates, et al, by Deed recorded under Auditor's File No. 8011200029; thence Easterly along the boundary of the Inner Harbor Line in Tract 7. to a point which is 125 feet West and



200007120063

Kathy Hill, Skagit County Auditor

7/12/2000 Page 5 of 6 11:53:18AM



Kathy Hill, Skagit County Auditor

7/10/2000 Page 5 of 6 8:44:23AM

PARCEL 2 con't

parallel to the "Old Fence Line" (as established in Skagit County Superior Court Cause No. 23670), if extended; thence Southerly across Tracts 7 and 18, to the Government Meander Line (Government Lot 1); thence West, 415 feet, more or less, to the true point of beginning.

PARCEL "S":

That portion of Government Lot 1, Section 32, Township 35 North, Range 2 East W.M., described as follows:

The East 125.00 feet of that portion of Government Lot 1, Section 32, Township 35 North, Range 2 East W.M., lying South of the Government Meander Line, and North of the North right-of-way line of the Great Northern Railway and West of that old fence property line established by that certain judgment entered September 6, 1956, in Skagit County Superior Court Cause No. 23670.

TOGETHER WITH vacated portion of Weaverling Road #107, which portion of said road was vacated on June 14, 1948, under Commissioner's File No. 7828, EXCEPT that portion lying within the existing Weaverling Road.

PARCEL "T":

That portion of Tideland Tract 7, Plat 14, of Section 29, Township 35 North, Range 2 East W.M., more particularly described as follows:

Commencing at the Southwest corner of said Section 29; thence due East 603.321 feet to the true point of beginning; thence continuing due East 271.679 feet to the Inner Harbor Line of Fidalgo Bay; thence North 47 degrees 19' 00" West along said Inner Harbor Line, 291.946 feet; thence South 16 degrees 05' 00" West parallel with said old fence property line (as established in Skagit County Superior Court Cause No. 23670), 205.986 feet to the true point of beginning; EXCEPT any portion thereof lying within the boundaries of that portion of said Tract 7, Plat 14, conveyed by Deed recorded under Auditor's File No. 8007220032, from Richard Stockwell, et ux, to Richard Stockwell as Trustee.

PARCEL "U":

The East 125 feet of that portion of Tract 18, Plat 12, Tide and Shore Lands of Section 32, Township 35 North, Range 2 East W.M., Anacortes Harbor, according to the recorded plat thereof, lying Northeasterly of the North line of the right-of-way of the Seattle and Northern (now Burlington Northern) Railway, and Westerly of the "Old Fence Line" as established by decree dated August 27, 1962, in Skagit County Superior Court Cause No. 23670, produced Northerly through Tract 18.



200007120063

Kathy Hill, Skagit County Auditor

7/12/2000 Page 6 of 6 11:53:18AM



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Kathy Hill, Skagit County Auditor

7/10/2000 Page 6 of 6 8:44:23AM