

AFTER RECORDING MAIL TO:



200207310214

Skagit County Auditor

7/31/2002 Page 1 of 5 4:04PM

Name Philip Cook

Address 3308 West Crockett St.

City, State, Zip Seattle 98199

Filed for Record at Request of:

Island Title Co.

ACCOMMODATION RECORDING

DEED OF TRUST

(For use in the state of Washington only)

Grantor(s) _____

Grantee(s) _____

Trustee _____

Abbreviated Legal: _____

Additional Legal on page: _____

Assessor's tax parcel/Account Nos: PS7523

THIS DEED OF TRUST, made this _____ day of August, 2002, between Abby Ann Ferguson, GRANTOR(S), whose street address is 77 Whitesands Drive, Billings, MT 59102, Island Title Company, TRUSTEE, whose street address is 3110 Commercial Anacortes, WA 98221, and Abby Ann Ferguson and Philip Sutherland Cook III **, BENEFICIARY, whose street address is _____.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Tract 8, HILLCREST TERRACE ADDITION TO ANACORTES, according to the plat recorded in Vol. 7, pages 81 and 82, records of Skagit which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits, of the property.

***Seven hundred Fifty and no/100 dollars. County, Washington.**

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Thirty eight thousand * Dollars (\$ 38,750.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.*** **co-personal representatives of the Estate of**

Edward S. Martyr.

11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. () NONE

OR

b. (X) As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies)

Dated:

Abby Ann Ferguson
Abby Ann Ferguson

STATE OF Washington)
COUNTY OF Skagit)-ss

I certify that I know or have satisfactory evidence that Abby Ann Ferguson

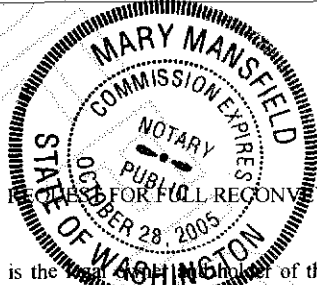


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(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7-31-02

Mary Mansfield



Notary Public in and for the state of Wash.

Residing at Adventis

My appointment expires: 10-28-05

TO: TRUSTEE

RECEIVED FOR FULL RECONVEYANCE - Do not record. To be used only when note has been paid.

The undersigned is the 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: _____

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

LPB-22A(i) 4/00
of \$



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EXHIBIT "A"

This property may not be sold or transferred without Beneficiary's consent. upon breach of this provision, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable, unless prohibited by applicable law.

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