



200301310259

Skagit County Auditor

WHEN RECORDED RETURN TO:

1/31/2003 Page 1 of 9 4:11PM

William Allen
PO Box 437
Sedro-Woolley, WA 98284

Grantor.	Chase and Cole Management, LLC	ISLAND TITLE CO.
Grantee.	Stevenson, Robert and Katherine	C 25378
Abbrev. Leg.	Ptn of Govt Lot 8, Sec 33, T36N, R3E, WM	
Tax Account Nos.	360333-0-038-0002/ P48572; 360333-0-045-0003/ P48583 360333-0-047-0001/ P48585; 360333-0-048-0000/ P48586	

First Deed of Trust and Security Agreement

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT, is made this 23rd day of January, 2003, between CHASE AND COLE MANAGEMENT, LLC, a Washington limited liability company, GRANTOR, whose address is 5432 Chuckanut Drive, Bow, WA 98232, ISLAND TITLE COMPANY, TRUSTEE, whose address 839 South Burlington Blvd., PO Box 670, Burlington, WA 98233, and, ROBERT L. STEVENSON AND KATHERINE STEVENSON, husband and wife, as BENEFICIARY, whose address is 14679 East Edison Road, Bow, WA 98232.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington, which is commonly known as 14965 West Bow Hill Road, 14969 West Bow Hill Road, 5502 Chuckanut Drive, and 5530 Chuckanut Drive, Bow, WA 98232.

For full legal description, see EXHIBIT A which is attached hereto and by this reference incorporated herein.

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 Three Hundred Twenty-Four Thousand Dollars (\$324,000.00) 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.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said



obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he 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 encumbrances for value.

6. 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.

7. In the event of the death, incapacity, disability or resignation of Trustee, 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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



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ADDITIONAL TERMS AND PROVISIONS

The Grantor and Beneficiary agree to the following additional terms and conditions to the Deed of Trust:

1. Grantor shall maintain insurance in an amount equal to the full replacement value of all improvements, furnishings and fixtures. The Beneficiary shall be named as an additional insured and the Beneficiary shall be provided with a certificate of insurance.

2. **PERSONAL PROPERTY ENCUMBERED AND SECURITY AGREEMENT.** All personal property and fixtures used in connection with operating, possessing and/or enjoying the premises, whether attached or unattached thereto including all personal property hereinafter acquired by Grantor or any subsequent owner of the premises in addition to, substitution for, or replacement of any personal property now in, or used in connection with the premises. This instrument shall constitute a security agreement with respect to any and all of the above included personal property. At the request of the beneficiary, the Grantor shall join in executing one or more financing statements pursuant to the Uniform Commercial Code, in a form satisfactory to the Beneficiary, and will pay for filing the same in the proper public office or offices.

3. **HAZARDOUS SUBSTANCES.** Grantor shall not cause or permit the presence, use, disposal, storage or release of any hazardous substance on or in the premises. Grantor shall not do, nor allow anyone else to do anything, or anything affecting the property, that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized as appropriate for the normal maintenance of the property. The Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which the Grantor has actual knowledge. If the Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary, the Grantor shall promptly take all necessary remedial actions in accordance with environmental law.

4. **ASSIGNMENT OF RENTS AND PROFITS.** As additional security under this deed of trust, Grantor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the income, rents, royalties, revenue, issues, profits, and proceeds of the property, hereafter called "the rents," whether now due, past due, or to become due, and hereby confers upon and gives to Beneficiary the right, power, and authority during the continuance of the interest created by this deed of trust to do any or all of the following:

(a) To collect the issues, rents, and profits of the premises, reserving to Grantor the right, prior to any default by the Grantor in payment of any indebtedness secured by this deed of trust, to collect and retain all rents, issues and profits as they become due and payable.

(b) On any such default, the Beneficiary may at any time without notice, either in person, by agent, or by court appointed receiver, and without regard to the adequacy of



any security for the indebtedness secured, enter on and take possession of the premises, or any part of the premises, in its own name sue for or otherwise collect the rents, issues and profits less costs and expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured by this deed of trust, and in such order as the Beneficiary may determine. Grantor agrees that on any such default, upon demand by the Beneficiary, Beneficiary's agent, or receiver to immediately deliver possession of the premises to Beneficiary, agent, or receiver and provide said Beneficiary, agent, or receiver with all books, accounting records, and other records maintained in the operation of any business on the premises.

(c) The entering and taking possession of the premises, the collection of rents, issues and profits, and the application of rents, issues, and profits as stated herein, shall not cure or waive any default or notice of default under the provisions of this deed of trust or invalidate any act done pursuant to such notice.

(d) It is agreed that neither the assignment of rents to the Beneficiary, nor the exercise by the Beneficiary of any of its rights or remedies under the covenants of this Deed of Trust, nor the appointment of a receiver or possession of the property by a receiver shall make the Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the property or the use, occupancy or enjoyment or operation of all or any portion thereof.

(e) This assignment of rents is intended to be perfected, absolute, and choate upon the recording.

5. **APPOINTMENT OF RECEIVER.** During any default under this deed of trust or the note it secures, the Beneficiary shall be entitled to appointment of a receiver, either separately or in an action to foreclose this deed of trust. Grantor stipulates that the Beneficiary shall have the absolute right to the appointment of a receiver of the premises covered by this deed of trust, including all the income, profits, issues, and revenues from whatever source derived, without notice and without regard to the adequacy of any security for the indebtedness secured, any waste or deterioration of the property. If in default, Grantor agrees that it will, upon demand by Beneficiary, immediately provide to the Beneficiary, agent or receiver, all books, accounting records and any other records kept in the operation of any business operated on the property and shall immediately deliver possession of the property to Beneficiary, Beneficiary's agent or receiver so that Beneficiary, Beneficiary's agent, or receiver may thereafter operate any business on the premises and collect all income, profits, issues and revenues from whatever source derived. The receiver shall have the full rights to operate any business on said premises and incur such costs and expenses of operation and collection therefor, including reasonable fees for the receiver and reasonable attorney's fees. In addition to all the rights customarily given to and exercised by such a receiver, the receiver shall have the all rights and powers granted to the Beneficiary by the covenants herein. Once appointed, at the Beneficiary's option, such receiver may remain in place until all amounts secured hereby are paid in full.

6. **DUE ON SALE.** If all or any part of the property described in this Deed of Trust, or any interest therein, is sold or transferred without the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld then the Beneficiary, its



successors or assigns, at its sole option, may declare immediately due and payable the entire balance then due on the present Note secured by this Deed of Trust.

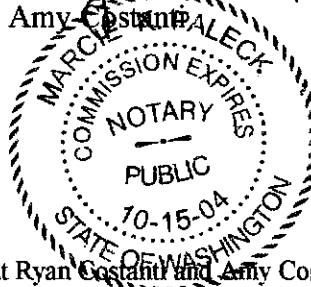
DATED this 23rd day of January, 2003.

Chase and Cole Management, LLC, by:

[Signature]
Ryan Costanti, ~~President~~ Manager RC

[Signature]
Amy Costanti

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.



I certify that I know or have satisfactory evidence that Ryan Costanti and Amy Costanti are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as MANAGER and MEMBER of Chase and Cole Management, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 23 day of January, 2003.

[Signature]
Marcie K. Paleck

Typed/Printed Notary Name MARCIE K. PALECK

Notary Public in and for the State of Washington, residing at Mount Vernon

My appointment expires October 15 2004

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

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 _____, 20____



EXHIBIT "A"

PARCEL A:

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 248.8 feet West and 83 feet South of the Northeast corner of Government Lot 8;
thence South 83 feet, more or less, to the North line of that certain tract conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959 under Auditor's File No. 576908;
thence East along said North line to a point which lies 175 feet West and 162.2 feet South of the Northeast corner of said Government Lot 8;
thence North 83 feet, more or less, to the South line of that certain tract conveyed to John P. Potter, et ux, by Deed recorded December 27, 1960 under Auditor's File No. 602456;
thence West along said South line to the true point of beginning;

PARCEL B:

The East 10 feet LESS the South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 175 feet West and 162.2 feet South of the Northeast corner of said Lot 8;
thence West 146.5 feet;
thence South 160.2 feet, more or less, to the North line of the County road, now State Highway 1-C;
thence Northeast along the Northerly line of said road to a point South of the point of beginning;
thence North 136.5 feet to the point of beginning;

Continued

Exhibit "A" continued
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PARCEL C:

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

That tract of land shown on the PLAT OF LADYSMITH according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930 and recorded June 27, 1930 under Auditor's File No. 234986, on the South by Main Street mentioned in said plat and on the West by Commercial Avenue, mentioned in said plat;

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South;

EXCEPT the North 83 feet thereof;

ALSO EXCEPT the South 85 feet thereof;

AND ALSO EXCEPT the West 16.2 feet thereof;

PARCEL D:

The South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

That tract of land shown on the PLAT OF LADYSMITH, according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said Plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930, recorded June 27, 1930 under Auditor's File No. 234986, on the South by Main Street mentioned in said Plat and on the West by Commercial Avenue mentioned in said Plat;

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South;

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Exhibit "A" continued
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PARCELE:

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East of the Willamette Meridian described as follows:

Beginning at a point which is 83 feet South and 82.5 feet West of the Northeast corner of said Government Lot 8, said point being on the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by deed recorded September 6, 1945 under Auditor's File No. 382994 and also being the Southeast corner of that certain tract of land as conveyed to Merlin Dutch Wilson, et ux, by deed recorded January 2, 1946 under Auditor's File No. 286701; thence West along the South line of the said Wilson tract and along the South line of that certain tract of land as conveyed to Merlin E. Wilson, et ux, by deed recorded November 22, 1944 under Auditor's File No. 376151, 214.3 feet, more or less, to a point which is 296.8 feet West of the East line of said Government Lot 8; thence North 83 feet to a point on the North line of said Government Lot 8 which is 296.8 feet West of the East line of said Government Lot 8; thence West along the North line of said Government Lot 8, 135.5 feet to a point which is 432.3 feet West of the East line of said Government Lot 8; thence South 166 feet; thence East 110.8 feet, more or less, to a point that is 166 feet South of the North line of said Government Lot 8 and 321.5 feet West of the East line of said Government Lot 8, said point also being on the West line of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959 under Auditor's File No. 576908; thence South 156.4 feet, more or less, to the North line of the County road, now State Highway 1C; thence Northeasterly along the Northerly line of said road to a point that is 175 feet West of the East line of said Government Lot 8; thence North 85 feet, more or less to the Northwest corner of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded March 9, 1959 under Auditor's File No. 577485; thence East along the North line of the said James C. Henry tract, 92.5 feet, more or less, to the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by Deed recorded under Auditor's File No. 282994; thence North along the West line of the said Puget Sound Power and Light Company tract to the point of beginning;

EXCEPTING from the above described tract that portion thereof lying within the boundaries of that certain parcel of land acquired by J.C. Henry, et ux, from Julia Jewel Haaland, by Deed recorded April 29, 1976 under Auditor's File No. 834084;

ALL situated in Skagit County, Washington.

- END OF EXHIBIT "A" -