

WHEN RECORDED RETURN TO:



200302210172  
Skagit County Auditor

2/21/2003 Page 1 of 4 12:11PM

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

# Island Title Company

025986 ✓

## SECOND ACCOMMODATION RECORDING Deed of Trust (For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 6th day of February, 20 02, between  
FIR CREST DEVELOPMENT NW LLC, a Washington Limited Liability Company, GRANTOR,

whose address is P. O. Box 319, Anacortes, WA 98221

**ISLAND TITLE COMPANY, a corporation, TRUSTEE, and**

WILLIAM R. WELCH and ROBBIE J. WELCH, husband and wife, BENEFICIARY,

whose address is P. O. Box 818, Anacortes, WA 98221

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

Lots 1 through 18, inclusive, Block 1; Lots 1 through 18, inclusive, Block 2; Lots 1 through 9, inclusive, Block 3; Lots 1 through 10, inclusive, Block 4; Lots 1 through 20, inclusive, Block 5; and Lots 1 through 20, Block 6, all in COLVER'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 26, records of Skagit County, Washington.

Tax Account Number: P57072, P57073, P57070, P57071, P57074 and P57075

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 (\$ 63,003.15 )

SIXTY-THREE THOUSAND THREE DOLLARS AND 15/100 Dollars

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.



**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 \_\_\_\_\_



200302210172  
Skagit County Auditor

STATE OF WASHINGTON

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Nels strandberg  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that he is \_\_\_\_\_ signed this instrument, on oath stated that  
he \_\_\_\_\_ was authorized to execute the instrument and acknowledged it  
as Managing Member  
of Fir Crest Development NW LLC \_\_\_\_\_ to  
be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 7 2003

Mary Mansfield  
\_\_\_\_\_  
Notary Public  
My appointment expires 10-28-05



A-7 -Representative Capacity



200302210172  
Skagit County Auditor