

When Recorded Return to:  
JIM ZACHARIASEN KIM ZACHARIASEN  
5721 67th Street NE  
Marysville WA 98270



200305160175

Skagit County Auditor

5/16/2003 Page 1 of 4 3:49PM

**Chicago Title Company - Island Division**

Order No: BE7659 MJJ

C26933 ✓

**DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this May 12, 2003

LLOYD P. FETTERLY and PATRICIA C. FETTERLY, husband and wife  
**GRANTOR**, whose address is 614 N. 6th Street Tacoma WA 98403

Chicago Title Company - Island Division, a Washington Corporation  
**TRUSTEE**, whose address is 839 S Burlington Boulevard  
P. O. Box 670, Burlington WA 98233  
and

JIM L. ZACHARIASEN and KIM T. ZACHARIASEN, husband and wife  
**BENEFICIARY**, whose address is 5721 67th Street NE, Marysville WA 98270

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

A portion of the Northeast Quarter of the Southwest Quarter and a portion of the Northwest Quarter of the Southeast Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian as more fully described in Exhibit "A" which is attached hereto and made a part hereof.

Tax Account No.: 360322-3-001-0002 P48064 and 360322-4-002-0009 P48080

**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 law.**

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 NINE THOUSAND AND 00/100 (\$109,000.00) Dollars with interest, in accordance with 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 and 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 and 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 of 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 obligations 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 obligations 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 the 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 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 the 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.

Lloyd P Fetterly May 15, 2003  
LLOYD P. FETTERLY Date

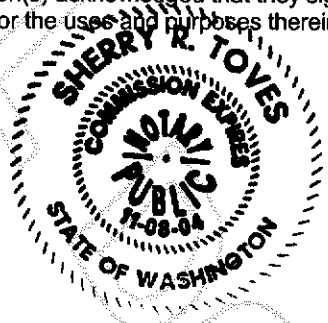
Patricia C Fetterly May 15, 2003  
PATRICIA C. FETTERLY Date

STATE OF WASHINGTON  
COUNTY OF ~~Skagit~~ Pierce

I certify that I know or have satisfactory evidence that LLOYD P. FETTERLY and PATRICIA C. FETTERLY the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: 5/15/03

Sherry R Toves  
Marilyn S. Jennings Sherry R Toves  
Notary Public in and for the State of Washington  
Residing at Sedro Woolley Tacoma  
My appointment expires: 10/5/2004 11:08:04



**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 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

\_\_\_\_\_

Exhibit "A"

PARCEL I:

That portion of the Northwest Quarter of the Southeast Quarter and of the Northeast Quarter of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian; described as follows:

Beginning at the Northwest corner of said Northwest Quarter of the Southeast Quarter (center of Section 22);

thence South 89°34'13" East, 634.00 feet along the North line of said Northwest Quarter of the Southeast Quarter to the true point of beginning;

thence continue along said North line South 89°34'13" East, 697.33 feet to the Northeast corner of said Northwest Quarter of the Southeast Quarter;

thence South 45°36'24" West, 878.00 feet on a line run between the Northeast corner of said Northwest Quarter of the Southeast Quarter to the Southwest corner of said Northwest Quarter of the Southeast Quarter, being the Southeasterly line of that certain Parcel "A" described on Quit Claim Deed to Gail M. Anderson, Kim T. Zackariasen and David C. Haseselberg, recorded under Skagit County Auditor's File No. 9808260087;

thence North 44°23'36" West, 300.00 feet;

thence South 45°36'24" West, 770.08 feet to the toe of the hill which defines the uplands to the Northeast, identified on Skagit County Comprehensive Plan dated November 1, 1999 as Rural Reserve (RRV) and the lowlands to the Southwest, identified on Skagit County Comprehensive Plan dated November 1, 1999 as Natural Resource Land (AG-HRL) Agriculture-NRL;

thence along said toe of the hill, also being the land use boundary line as follows:

North 43°35'15" West, 122.06 feet;

thence North 56°04'10" West, 27.82 feet;

thence North 66°52'17" West 45.74 feet to a point bearing South 45°36'24" West from the true point of beginning;

thence North 45°36'24" East, 1,174.88 feet, more or less, to the true point of beginning;

PARCEL II:

TOGETHER WITH a 60.00-foot wide non-exclusive mutually beneficial easement for ingress, egress and utilities described as follows:

A 60.00-foot wide easement for ingress, egress and utilities over, under and across a portion of the Northwest Quarter of the Southeast Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 22, Township 36 North, Range 3 East of the Willamette Meridian; said easement being 30.00 feet right and 30.00 feet left of the following described centerline:

Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter of said Section 22 (center of section);

thence South 0°25'37" East 1,303.90 feet along the West line of said Northwest Quarter of the Southeast Quarter to the Southwest corner of said Northwest Quarter of the Southeast Quarter of Section 22;

thence North 45°36'24" East 248.72 feet along a line run from said Southwest corner of the Northwest Quarter of the Southeast Quarter to the Northeast corner of said Northwest Quarter of the Southeast Quarter to the true point of beginning of said centerline;

thence North 19°09'39" West, 8.36 feet;

thence North 29°22'51" West, 263.33 feet;

thence North 40°28'05" West, 218.24 feet;

thence North 34°00'24" West, 232.82 feet;

thence North 56°13'26" West, 70.68 feet;

thence North 73°49'42" West, 267.96 feet;

thence North 61°15'34" West, 48.63 feet;

thence North 27°37'35" West, 41 feet, more or less, to the Northeasterly line of that certain Parcel B described in Quit Claim Deed to Gail Marine Anderson, Kim T. Zackariasen and David C. Hasselberg, recorded under Skagit County Auditor's File No. 9808260087 and being the terminus of said centerline;

ALL situated in Skagit County, Washington.

- End of Exhibit "A" -



200305160175  
Skagit County Auditor