

**After Recording Return To:**

**Leisure Time Resorts of America, Inc.  
Kenneth E. Hendrycy  
P. O. Box 2529  
3801 Parkwood, Suite 100  
Frisco, TX 75034**



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CHICAGO TITLE C28867 ✓

Grantor(s): Monte L. Decker and Frances J. Decker, husband and wife
Grantee(s): Leisure Time Resorts of America, Inc., a Washington corporation
Legal Description (abbreviated): Parcel A: NW ¼ of NE ¼ of Section 10, Township 35 N, Range 7 E; Parcel B: NE ¼ of NE ¼ and N ½ of S ½ of NE ¼ of Section 10, Township 35 N, Range 7 E; Parcel C: N ½ of SW ¼ of NE ¼ of Section 10, Township 35 N, Range 7 E; Parcel D: S ½ of S ½ of NE ¼ of Section 10, Township 35 N, Range 7 E; Parcel E: N ½ of SE ¼ of NE ¼ of Section 10, Township 35 N, Range 7 E.
Additional legal(s) on Pages 5-8
Assessor's Property Tax Parcel/Account Numbers: 350710-1-001-0007, 350710-1-004-0004, 350710-0-011-0106, 350710-0-011-0205, 350710-1-003-0203.

**DEED OF TRUST**

**THIS DEED OF TRUST**, made this 22 day of October, 2003, between Monte L. Decker and Frances J. Decker, husband and wife, **GRANTORS**, whose address is 502 E. 10<sup>th</sup> Street, Port Angeles, WA 98362, CHICAGO TITLE INSURANCE COMPANY, **TRUSTEE**, and Leisure Time Resorts of America, Inc., **BENEFICIARY**, whose address is 3801 Parkwood, Suite 100, Frisco, TX 75034.

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

See Exhibit A attached

**which real property is not used principally for agricultural or farming purposes**, together with all 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, FIFTY THOUSAND DOLLARS and No/100's U. S. DOLLARS (\$350,000.00) 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 advance 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 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.



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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 or its authorized agent shall sell the trust property, in accordance with applicable law, 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: (i) to the expense of sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; (iii) the surplus, if any, shall be deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with law.

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 is conducted in compliance with all 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 purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust 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 or disability or resignation of Trustee, Beneficiary shall 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, successors 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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ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,  
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT  
OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

By: Frances J. Decker  
Frances J. Decker

On this day personally appeared before me Monte L. Decker and Frances J. Decker, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

A circular notary seal for Marcie K. Paleck, a Notary Public in the State of Washington. The seal features a double-lined border. Inside the border, the text "MARCIE K. PALECK" is at the top, "COMMISSION EXPIRES" is on the right, "NOTARY" is in the center, "PUBLIC" is below "NOTARY", "10-15-04" is at the bottom, and "STATE OF WASHINGTON" is on the left. A horizontal line separates "NOTARY" and "PUBLIC".


  
Marcie K Paleck  
 [Print Name] MARCIE K. PALECK  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Mount Vernon  
 My appointment expires: Oct. 15 2004



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## EXHIBIT A

### PARCEL A:

That portion of the Northwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying Easterly of that certain 110 foot strip conveyed to Skagit County by deed recorded September 20, 1971, under Auditor's File No. 758244, records of Skagit County, Washington.

### PARCEL B:

The Northeast Quarter of the Northeast Quarter EXCEPT the East 30 feet thereof;

The North Half of the South Half of the Northeast Quarter EXCEPT the East 30 feet thereof in Section 10, Township 35 North, Range 7 East of the Willamette Meridian;

EXCEPT the following described portion:

That portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying West of a line which commences 360 feet West of the Northeast corner of the above described subdivision and extends South 24° East to the intersection with the South line of the above described subdivision;

ALSO EXCEPT that portion of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 10, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said subdivision;  
thence South along the East line of said subdivision a distance of 224 feet;  
thence South 78° West a distance of 700 feet to the true point of beginning;  
thence North 78° East a distance of 700 feet to the East line of said subdivision;

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## EXHIBIT A

### PARCEL B continued

thence North along the East line of said subdivision a distance of 224 feet to the Northeast corner of said subdivision;  
thence West along the North line of said subdivision a distance of 500 feet;  
thence South 45° West a distance of 400 feet;  
thence Southeasterly to the true point of beginning;

AND ALSO EXCEPT that portion lying Northwesterly of the Southeasterly line of that certain tract of land conveyed to Skagit County for road purposes by deed recorded April 25, 1966, under Auditor's File No. 681944, records of Skagit County, Washington.

### PARCEL C:

All that portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying East of the following described line:

Beginning at the Southeast corner of the above described subdivision;  
thence North 83°08'37" West along the South line of said subdivision a distance of 344.16 feet to the true point of beginning;  
thence North 08°07'45" East a distance of 232.89 feet to the P.C. of a 17° curve to the right;  
thence following said 17° curve to the right a distance of 252.81 feet to a point on the West line of that certain tract of land conveyed to Jack Graham by deed dated January 15, 1965 and recorded under Auditor's File No. 661227, records of Skagit County, Washington.

EXCEPT from said Parcel "C" any portion lying within the boundaries of Parcel "B" hereinabove described.

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## EXHIBIT A

### PARCEL D:

That portion of the South Half of the South Half of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying Northerly of that certain tract conveyed to Theodore Mathis and Nora Mathis by deed dated June 21, 1949 and recorded October 26, 1949, under Auditor's File No. 437354, records of Skagit County, Washington, and Easterly of Tract "A" of SHORT PLAT NO. 24-79, approved April 27, 1979, and recorded April 27, 1979, under Auditor's File No. 7904270045, records of Skagit County, Washington, and Westerly of that certain tract conveyed to Skagit County for road purposes by deed dated July 30, 1945, and recorded August 13, 1945, under Auditor's File No. 382539, records of Skagit County, Washington; also being a portion of Tract B of Lot B, SKAGIT COUNTY SHORT PLAT NO. 24-79, approved April 21, 1979, and recorded April 27, 1979, in Volume 3 of Short Plats, page 104, under Auditor's File No. 7904270045, records of Skagit County, Washington; being a portion of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian.

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## EXHIBIT A

### PARCEL E:

That portion of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 10, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said subdivision;  
thence South along the East line of said subdivision a distance of 224 feet;  
thence South 78° West a distance of 700 feet to the true point of beginning;  
thence North 78° East a distance of 700 feet to the East line of said subdivision;  
thence North along the East line of said subdivision a distance of 224 feet to the Northeast corner of said subdivision;  
thence West along the North line of said subdivision a distance of 500 feet;  
thence South 45° West a distance of 400 feet;  
thence Southeasterly to the true point of beginning;

EXCEPT the East 30 feet as deeded to Skagit County for road, under Auditor's File No. 382539, records of Skagit County, Washington.

ALL Situated in Skagit County, Washington.



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