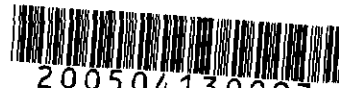


AFTER RECORDING RETURN TO:

CMH HOMES, INC.  
SC# 745  
3526 Cedardale Rd  
Mount Vernon, WA 98274



200504130093  
Skagit County Auditor

4/13/2005 Page 1 of 6 1:29PM

**DEED OF TRUST**

GRANTOR: **Laura B. Jagger**

FIRST AMERICAN TITLE CO.  
83746

GRANTEE: **CMH HOMES, INC., A Tennessee Corporation**

Abbreviated Legal Description:

INCLUDING MANUFACTURED HOME OAKWOOD AVONDALE, AND ALSO INCLUDING MANUFACTURED HOME 1973 LIBERTY 60X14 SERIAL NUMBER 5129, A PORTION OF TRACT 7 OF REVISED SKAGIT COUNTY SHORT PLAT NUMBER 138-79 RECORDED UNDER AUDITOR'S FILE NUMBER 8008220026 WHICH IS A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER.

Assessor's Property Tax Parcel Account Number(s): **P50435**

THIS DEED OF TRUST, made this 24<sup>th</sup> day of **March, 2005** by and between **Laura B. Jagger**, GRANTOR, whose address is **19943 Double Creek Lane, Sedro Woolley, WA 98284**, TRUSTEE, **First American Title Company**, whose address is **1301 B Riverside Dr., Mount Vernon, WA 98273**; and **CMH Homes, a Tennessee Corporation**, GRANTEE, whose address is **3526 Cedardale Rd, Mount Vernon, WA 98274**.

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

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

Parcel "A":

Tract 7 of Revised Survey Map No. 138-79, approved August 22, 1980, recorded August 22, 1980, under Auditor's File No. 8008220026, in Volume 4 of Short Plats, page 164, records of Skagit County, Washington; being a portion of the Northwest 1/4 in Section 33, Township 36 North, Range 4 East, W.M., AND ALSO being a portion of the East 1/2 of the Northeast 1/4 of Section 32, Township 36 North, Range 4 East, W.M..

Parcel "B":

An easement for ingress, egress, and utilities over the road shown on the survey map as Double Creek Lane and also over a strip designated as Tract A on said map, all of Revised Survey Map No. 138-79, entitled Plat of Double Creek, approved August 22, 1970, recorded August 22, 1980, in Volume 4 of Short Plats, page 164, under Auditor's File No. 8008220026, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 36 North, Range 4 East, W.M., and a portion of the Southwest 1/4 of Section 29, Township 36 North, Range 4 East, W.M..

**INCLUDING MANUFACTURED HOME OAKWOOD AVONDALE, AND ALSO INCLUDING MANUFACTURED HOME 1973 LIBERTY 60X14 SERIAL NUMBER 5129, A PORTION OF TRACT 7 OF REVISED SKAGIT COUNTY SHORT PLAT NUMBER 138-79 RECORDED UNDER AUDITOR'S FILE NUMBER 8008220026 WHICH IS A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER.**



200504130093

Skagit County Auditor

4/13/2005 Page

2 of

6

1:29PM

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 way 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 **(\$198,597.55), One Hundred Ninety Eight Thousand Five Hundred Ninety Seven Dollars and 55/100 DOLLARS** in accordance with the terms of a Promissory Note of eve date herewith, payable to Grantee 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 Grantee to Grantor, or any of their successors or assigns, together with Zero Percent (0%) interest thereon at such rate, for a period of 120 days, as shall be agreed upon.

To protect the security of the Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste thereof 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; and to keep the property free and clear of all other charges, liens or encumbrances. Grantor may not sell or transfer the property or any portion thereof, voluntarily or involuntarily, without Grantee's written consent. No Building or other improvement on the property shall be structurally altered, removed or demolished without the Grantee's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the proper use and enjoyment of the property be removed at any time without like consent unless actually replaced by an article or equal suitability, owned by the Grantor, free and clear of any lien or security interest except such as may be approved in writing by the Grantee.

3. To keep all buildings, including manufactured home, now or hereafter erected or attached onto the property described herein continuously insured against loss by fire or other hazards in an amount of 100% of the replacement value of the existing and future improvements to the property. All policies shall be in such companies as the Grantee may approve and have loss payable first to the Grantee, 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 Grantee shall determine. 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 Grantee 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 such action or proceeding, and in any suit brought by Grantee to foreclose this Deed of Trust.



200504130093

Skagit County Auditor

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, Grantee may pay the same, and the amount so paid 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 here by, shall be paid to Grantee to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Grantee 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 recover 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 Grantee, or upon satisfaction of the obligation secured and written request for reconveyance made by the Grantee or the person entitled thereto.

4. Upon default by Grantor or 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 Grantee. In such event and upon written request of Grantee, 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.



200504130093  
Skagit County Auditor

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; Grantee may cause this Deed of Trust to be foreclosed as a mortgage or pursue any other remedy available under Washington State law.

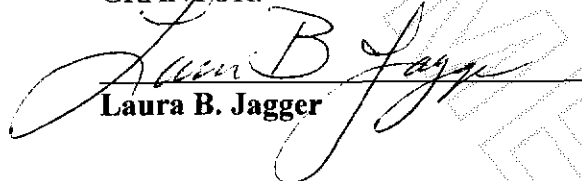
7. In the event of the death, incapacity, disability or resignation of Trustee, Grantee may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all 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 Grantee shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies and 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 Grantee shall mean the holder and owner of the note secured hereby, whether or not named as Grantee herein.

9. Grantor agrees to reimburse Grantee for all costs, expenses, and reasonable attorney's fees that Grantee incurs in connection with the realization or enforcement of any obligation or remedy contained in the Note, this Deed of Trust or other related documents, with or without litigation, including without limitation any costs, expenses, and fees incurred: (a) in any foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale; (b) on appeal; (c) in any petition for review; (d) in any arbitration or mediation; (e) in any action contesting or seeking to restrain, enjoin, stay, or postpone the exercise of any remedy in which Grantee prevails; (f) in any bankruptcy, probate, receivership or other proceeding involving Grantor, and (g) in connection with all negotiations, documentation, and other actions relating to any work-out, compromise, settlement or satisfaction of the debt secured hereby or settlement of any debt secured by this Deed of Trust or which is evidenced by the Note or related documents. All such costs, expenses, and fees shall be due and payable upon demand and shall be secured by this Deed of Trust.

Dated as of the first date written above.

GRANTOR:

  
Laura B. Jagger



200504130093  
Skagit County Auditor

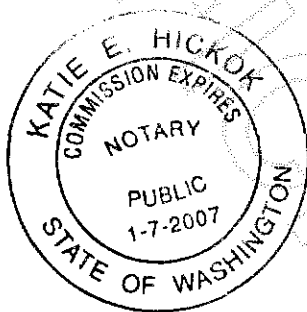
STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Laura Jagger  
\_\_\_\_\_ to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She  
signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6<sup>th</sup> day of April, 2005



Katie E. Hickok  
\_\_\_\_\_

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

My appointment expires 1-7-07

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

\_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary  
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_  
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_



200504130093  
Skagit County Auditor