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Skagit County Auditor

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7 11:09AM

Filed for Record at Request of:
MARTIN LIND
127 E. Fairhaven
Burlington, WA 98233

DEED OF TRUST

LAND TITLE OF SKAGIT COUNTY

116133-S

Grantor: COUNTRY COUSINS, INC., VALLEY PRIDE SALES, INC.
LARRY R. JENSEN
Beneficiary: SKAGIT FARMERS SUPPLY
Abbreviated Legal: Ptn SW NW 22-34-3
Additional legal(s) on page: 5-7
Assessor's Tax Parcel Number(s): P107723; P116297; P22264; 22304; P22303;
P107384; P24181; P80243

THIS DEED OF TRUST, made this 30th day of April,
2005, between COUNTRY COUSINS, INC., VALLEY PRIDE SALES, INC. and
LARRY R. JENSEN, GRANTOR, whose address is 15356 Produce Lane
Mount Vernon WA 98273, LAND TITLE COMPANY
OF SKAGIT COUNTY, WASHINGTON, TRUSTEE, whose address is PO Box
445, Burlington, WA 98233, Washington, and, SKAGIT FARMERS
SUPPLY, BENEFICIARY, whose address is PO Box 266, Burlington, WA
, 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 Attached Exhibit "A" for Legal Description.

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 Six Hundred Thousand
Dollars (\$600,000.00) 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



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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 encumbrancers 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.

DATED this 20 day of May, 2005.

COUNTRY COUSINS, INC.

VALLEY PRIDE SALES, INC.

By [Signature]
Its: President

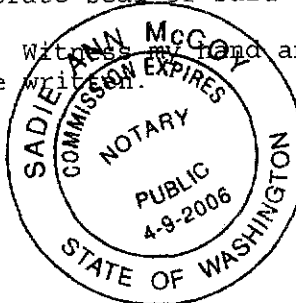
By [Signature]
Its: President

[Signature]
LARRY R. JENSEN
Individually

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 20th day of May, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Jensen and Larry Jensen to me known to be the President and Secretary, respectively of COUNTRY COUSINS, INC. 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



Printed Name: Sadie Ann McCoy
Notary Public in and for the State of Washington, residing at 2400 Woolley Way
My commission expires: 4/9/06

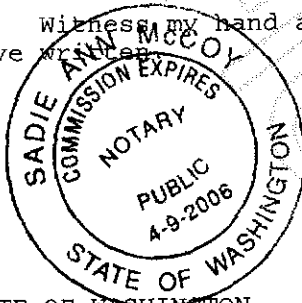


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 20th day of May, 2005 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Jensen and Larry Jensen to me known to be the President and Secretary, respectively of VALLEY PRIDE SALES, INC. 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

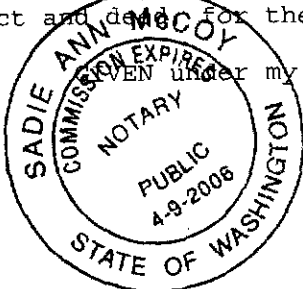
Witness my hand and official seal hereto affixed the day and year first above written.



Printed Name: Sadie Ann McCoy
Notary Public in and for the State of Washington, residing at San Wally WA
My commission expires: 4/9/08

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me LARRY R. JENSEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Witness my hand and official seal this 20th day of May, 2005.
Printed Name: Sadie Ann McCoy
Notary Public in and for the State of Washington, residing at San Wally WA
My commission expires: 4/9/08

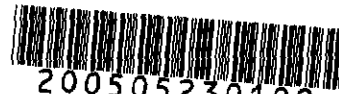
REQUEST FOR FULL RECONVEYANCE

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: _____



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EXHIBIT "A"

PARCEL "C":

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to a point 951.17 feet South of the Northeast corner of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North along said East line 243 feet to the true point of beginning;
thence West parallel to the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 30 feet;
thence North parallel to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 460 feet;
thence East parallel to the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 30 feet, more or less, to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence South along said East line to the point of beginning.

ALSO, that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to a point 951.7 feet South of the Northeast corner of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North along said East line 243 feet;
thence West parallel to the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 30 feet to the true point of beginning;
thence West parallel to the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 12 feet;
thence North parallel to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 100 feet;
thence East parallel to the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 12 feet;
thence South parallel to the East line of said subdivision to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The North 951.17 feet of the West 174.75 feet of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, of Section 22, Township 34 North, Range 3 East, W.M., (as measured along the North and West lines of said subdivision).

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the East 20 feet of the West 174.75 feet of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

EXCEPT the North 951.17 feet thereof, as conveyed by deeds recorded March 6, 1969, under Auditor's File Nos. 723910 and 723912,

AND EXCEPT County road along the South line thereof.

Situate in the County of Skagit, State of Washington.

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EXHIBIT "A" (Cont.)

PARCEL "E":

The South 75 feet of the North 1,026.17 feet of the West 174.75 feet of the Southeast ¼ of the Northwest ¼, of Section 22, Township 34 North, Range 3 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over and across the East 20 feet of the West 174.75 feet of said Southeast ¼ of the Northwest ¼,

EXCEPT the North 1,026.17 feet thereof, as conveyed in document recorded March 6, 1969, under Auditor's File No. 723912,

AND EXCEPT County road along the South line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the West ½ of the Southeast ¼ of the Northwest ¼ of Section 22, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the South line of said subdivision, which point bears North 89°24'00" East, a distance of 174.75 feet from the Southwest corner of said West ½ of the Southeast ¼ of the Northwest ¼;
thence North 0°10'59" East along a line which is parallel to and 174.75 feet East of the West line of said subdivision, a distance of 570 feet to the true point of beginning;
thence continuing North 0°10'59" East along said line which is parallel to and 174.75 feet East of the West line of said subdivision, a distance of 167 feet;
thence North 89°24'00" East 115 feet;
thence South 0°10'00" West 167 feet;
thence South 89°24' West 115 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under the East 20 feet of the West 194.75 feet of the South 570 feet of said West ½ of the Southeast ¼ of the Northwest ¼,

EXCEPT McLean Road along the South line thereof.

Situate in the County of Skagit, State of Washington.

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EXHIBIT "A" (Cont.)

PARCEL "G":

That portion of the West ½ of the Southeast ¼ of the Northwest ¼ of Section 22, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the South line of said subdivision, which point bears North 89°24' East, a distance of 174.75 feet from the Southwest corner of said Southeast ¼ of the Northwest ¼;
thence North 0°10'59" East along a line which is parallel to and 174.75 feet East of the West line of said subdivision, a distance of 570 feet to the true point of beginning;
thence North 89°24' East, 115 feet;
thence South 0°10' West 230.5 feet;
thence South 89°24' West 115 feet;
thence North 0°10'59" East along said parallel line, a distance of 230.5 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over, across and under the East 20 feet of the West 194.75 feet of the South 339.50 feet of said Southeast ¼ of the Northwest ¼,

EXCEPT McLean Road along the South line thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "H":

That portion of Government Lot 11, Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Pacific Highway 570 feet South of the North line of said subdivision;
thence East parallel to the North line of said subdivision, 250 feet to the true point of beginning;
thence North 70 feet;
thence West 100 feet;
thence South 70 feet;
thence East 100 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "I":

Tract 43, "PLAT OF SANDALWOOD", as per plat recorded in Volume 11 of Plats, page 78, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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