



200507270232  
Skagit County Auditor

7/27/2005 Page 1 of 7 3:29PM

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

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

116550-S

**Grantor:** ROBERT L. HAYTON, SUSAN HUGHES HAYTON,  
HAYTON FARMS, INC., HAYTON'S CROP FARM, INC.  
AND HAYTON'S BERRY FARM, INC.

**Beneficiary:** SKAGIT FARMERS SUPPLY

**Abbreviated Legal:**

**Additional legal(s) on page:** 6-7 2913414

**Assessor's Tax Parcel Number(s):** P28262 & P28272

THIS DEED OF TRUST, made this 20th day of June, 2005, between ROBERT L. HAYTON and SUSAN HUGHES HAYTON, husband and wife, personally, HAYTON FARMS, INC., HAYTON'S CROP FARM, INC. AND HAYTON'S BERRY FARM, INC., all corporations of the State of Washington, GRANTOR, whose address is 15356 PRODUCE LN, 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"

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 Seven Hundred Fourteen Thousand Three Hundred Thirty-eight and 83/100 Dollars (\$714,338.83) 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



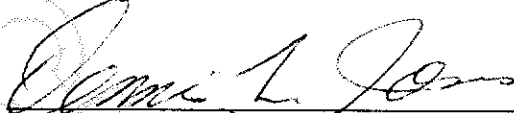
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STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SKAGIT )

On this 20<sup>th</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT R. HAYTON to me known to be the President of HAYTON CROP FARM, 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: Dennis L. Jones  
Notary Public in and for the State of  
Washington, residing at Mt. Vernon  
My commission expires: 3/21/2009



STATE OF WASHINGTON )  
 )  
 ) ss.  
COUNTY OF SKAGIT )

On this 20<sup>th</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT R. HAYTON to me known to be the President of HAYTON BERRY FARM, 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: Dennis L. Jones  
Notary Public in and for the State of  
Washington, residing at Mt. Vernon  
My commission expires: 3-21-2009

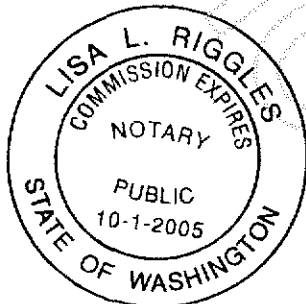


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STATE OF WASHINGTON )  
 )  
 ) SS.  
COUNTY OF SKAGIT )

On this day personally appeared before me ROBERT R. HAYTON and SUSAN HUGHES HAYTON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of July, 2005.



*Lisa L. Riggles*  
Printed Name: Lisa L. Riggles  
Notary Public in and for the State of  
Washington, residing at Mount Vernon  
My commission expires: 10/1/2005

**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 "A":

The North 100.00 feet of the East 60.00 feet of the following described tract:

That portion of the Northwest ¼ of the Northwest ¼ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said Section, which is 187.45 feet East of the Northwest corner thereof;  
thence South parallel with the West line of said Section, 396 feet;  
thence East parallel with the North line of said Section, 142.55 feet;  
thence North parallel with the West line of said Section to the North line thereof;  
thence West along said North line to the point of beginning,

EXCEPT the North 30 feet thereof known as Section Street conveyed to the City of Mount Vernon by instrument recorded April 16, 1908, under Auditor's File No. 67235, records of Skagit County, Washington,

AND EXCEPT that portion of said premises, if any, lying South of the North line of those premises conveyed to John T. Galyean, et ux, by Deed dated October 29, 1928, filed January 11, 1933, under Auditor's File No. 254307, and recorded in Volume 154 of Deeds, page 566.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northwest ¼ of the Northwest ¼ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said Section, which is 187.45 feet East of the Northwest corner thereof;  
thence South parallel with the West line of said Section, 396 feet;  
thence East parallel with the North line of said Section, 142.55 feet;  
thence North parallel with the West line of said Section to the North line thereof;  
thence West along said North line to the point of beginning,

EXCEPT the North 30 feet thereof known as Section Street conveyed to the City of Mount Vernon by instrument recorded April 16, 1908, under Auditor's File No. 67235, records of Skagit County, Washington,

AND EXCEPT that portion of said premises, if any, lying South of the North line of those premises conveyed to John T. Galyean, e tux, by Deed dated October 29, 1928, filed January 11, 1933, under Auditor's File No. 254307, and recorded in Volume 154 of Deeds, page 566,

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EXHIBIT "A"

PARCEL "B" continued:

AND ALSO EXCEPT the South 172.00 feet,

AND ALSO EXCEPT the North 100.00 feet of the East 60.00 feet thereof.

TOGETHER WITH a non-exclusive easement mutually beneficial easement for ingress, egress and utilities over, under and across the East 30.00 feet of the North 194.00 feet of the following described tract:

That portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 187.45 feet East of the Northwest corner of said Section 29;  
thence running South parallel with the West line of said Section, 396 feet;  
thence West to the East line of the right of way of the Great Northern Railway Company;  
thence Northerly along said East line of said right of way to the North line of said Section;  
thence East to the point of beginning,

EXCEPT the North 30 feet conveyed to the City of Mount Vernon by instrument recorded April 16, 1908, under Auditor's File No. 67235, records of Skagit County, Washington,

AND EXCEPT that portion of said premises, if any, lying South of the North line of those premises conveyed to John T. Galyean, et ux, by Deed dated October 29, 1928, filed January 11, 1933, under Auditor's File No. 254307, and recorded in Volume 154 of Deeds, page 566.

Situate in the County of Skagit, State of Washington. \*

