



200509220018

Skagit County Auditor

9/22/2005 Page 1 of 6 9:18AM

After Recording Mail to:

Name Stiles & Stiles Inc., P.S.
Address P.O. Box 228 / 925 Metcalf Street
City/State Sedro-Woolley, WA 98284
Grantor(s): Charles Dralle, a single person
Grantee(s): Sterling Trust Company, F.B.O. Charles F. Thomas
Legal: N ½, NE 1/4, NE 1/4, 7-34-5 EW.M.;
A ptn of Lots 1 & 2, SP 96-055 in 6-34-5 E W.M.
Tax Parcel # P116337, P30171, P30195

AMENDED DEED OF TRUST

THIS DEED OF TRUST, made this 15TH day of ~~SEPTEMBER~~ 2005, between CHARLES DRALLE, a single person, GRANTOR, whose address is 2613 S. Skagit Hwy., Sedro-Woolley, WA 98284, and STERLING TRUST COMPANY, F.B.O. Charles F. Thomas, BENEFICIARY, whose address is P0 Box 2526, Waco, TX 76702-2526. This is to amend the legal description in Deed of Trust recorded on 2/28/05 under Auditor's File No. 200502280316.

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

PARCEL "A".

Lot 1, Short Plat No. 96-055, approved January 10, 2000 and recorded January 11, 2000, under Skagit County Auditor's File No. 200001110050, and being a

portion of the South ½ of the Southeast ¼ of Section 6, Township 34 North, Range 5 East, W.M.

EXCEPT that portion described as follows:

Beginning at the Northwest corner of Lot 2 of said Short Plat No. 96-055; thence South 89°09'53" East, along the North line of said Lot 2, a distance of 505.36 feet to the TRUE POINT OF BEGINNING;
thence continue South 89°09'53" East a distance of 251.01 feet;
thence South 03°08'52" West a distance of 113.25 feet to the North line of said Lot 2;
thence North 64°29' 19" West, along said North line, a distance of 271.20 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington

PARCEL "B":

That portion of Lot 2, Short Plat No. 96-055, approved January 10, 2000 and recorded January 11, 2000, under Skagit County Auditor's File No. 200001110050, and being a portion of the South ½ of the Southeast ¼ of Section 6, Township 34 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said Lot 2, said point also being the Northeast corner of Lot 3 of said Short Plat No. 96-055;
thence North 00°28'00" East, along the East line of said Lot 2, a distance of 217.89 feet to the Northeast corner of said Lot 2;
thence North 64°29'19" West, along the North line of said Lot 2, a distance of 56.39 feet; thence South 08°18'12" West a distance of 206.04 feet to the South line of said Lot 2; thence South 64°28'45" East, along said South line, a distance of 87.50 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

A non-exclusive easement for ingress, egress and utilities over, under and across that certain strip of land 60-foot wide delineated as "Wayward Way" on the face of said Short Plat No. 96-055.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The North ½ of the Northeast ¼ of the Northeast ¼ of Section 7 Township 34 North, Range 5 East, W.M.



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UNREGISTERED
TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across a 60 foot wide road, utility and maintenance easement 30 feet on each side of the following described centerline:

Beginning at the Northwest corner of the Northeast ¼ of Section 7, Township 34 North, Range 5 East of the

W.M.;

thence South 01°56'37" West along the West line of said subdivision 897.81 feet to the as built center of an existing county road, this being the true point of beginning of said centerline;

thence 34°37'55" East 182.81 feet;

thence South 50°34'48" East 553.26 feet;

thence South 43°17'09" East 323.26 feet;

thence South 49°16'48" East 388.74 feet;

thence South 30°37'06" East 386.84 feet;

thence South 20°38'48" East 229.55 feet;

thence South 30°45'41" East 299.41 feet;

thence South 64°15'49" East 122.69 feet;

thence South 82°29'09" East 73.25 feet;

thence North 11°44'49" East 89.83 feet;

thence North 21°00'48" West 162.81 feet;

thence North 20°50'12" East 250.53 feet;

thence North 10°43'56" East 126.70 feet;

thence North 18°21'29" East 331.90 feet;

thence North 06°03'55" West 197.62 feet;

thence North 07°38'06" East 718.72 feet;

thence North 25°30'56" West 196.32 feet to the terminus of this centerline description.

Excepting therefrom that portion lying in the main tract above described.

Situate in the County of Skagit, State of Washington.

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 Forty Nine Thousand Five Hundred Dollars and no/100----Dollars (\$49,500.00) 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 suite 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 attorneys 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.

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 9-15-05, 2005.

Chuck Dralle
(Individual)

(Individual)

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

STATE OF WASHINGTON)
COUNTY OF _____) ss.

On this day personally appeared before me
Charles (Chuck) Dralle

On this _____ day of _____, 20____,
Before me,

to me known to be the individual(s) described in
_____ and who executed the within and forgoing
and instrument, and acknowledged that he signed
_____ the same as his free and voluntary act
and deed, for the uses and purposes therein mentioned.

The _____ Undersigned, a Notary Public in and for the State
of Washington,
duly commissioned and sworn, personally appeared _____

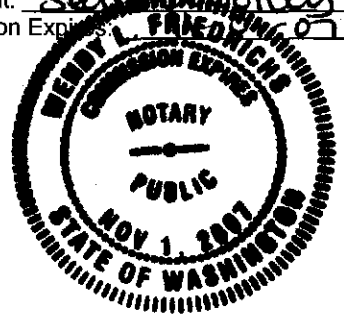
and to me known to be the _____ President
respectively, of _____ the
corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses
and purpose therein mentions, and on oath stated that
_____ authorized to execute the

GIVEN under my hand and official seal
This 15 day of September, 2005
Nendy L. Friedrichs
Notary Public in and for the State of Washington,
Residing at: Sedona, Ariz
Commission Expires: Nov 1, 2007

The said instrument and that the seal affixed is the
Corporate seal of said corporation.

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

Notary Public in and for the State of Washington residing
At: _____
Commission Expires: _____



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