



Rerecorded to correct legal description
LAND TITLE COMPANY

THIS SPACE PROVIDED FOR RECORDER'S USE:
 SKAGIT COUNTY RECORDER
 KATHY HILL
 '95 DEC 29 P1:17
 RECORDED _____ FILED _____
 REQUEST OF _____
~~9512000022~~

FILED FOR RECORD AT REQUEST OF

LAND TITLE COMPANY OF SKAGIT COUNTY

WHEN RECORDED RETURN TO

Name David A. Welts

9607100038

Address P.O. Box 1108

City, State, Zip Mount Vernon, WA 98273

T-77547-E

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 29th day of December, 19 95, between BURLINGTON HILL PROPERTIES, a Washington partnership **, GRANTOR, whose address is 669A Sunset Dr., Sedro Woolley, WA 98284, LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is P.O. Box 1225, Mount Vernon, Washington, and DAVID A. WELTS, as his separate estate, BENEFICIARY, whose address is 311 Myrtle St., Mount Vernon, WA 98273, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Those certain tracts of land listed and described on Schedule A-1 attached hereto, and by reference made a part hereof.

This Deed of Trust is executed to secure the performance of that certain agreement executed contemporaneously with this Deed of Trust, together with the obligation below referenced, which agreement is entitled BURLINGTON HILL AGREEMENT.

** consisting of PROPERTY INVESTORS, a Washington Limited Liability Company, JERRY H. WALTON, and AMT ASSOCIATES, a Washington Partnership

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 THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED & 00/100 Dollars (\$337,500.00) 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.

~~9512000022~~ 9607100038 ~~SKAGIT COUNTY RECORDER~~

9607100038

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 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.

PROPERTY INVESTORS, LLC

By: *[Signature]*
DANIEL R. MADLUNG, Managing Member

[Signature]
JERRY H. WALTON

AMT ASSOCIATES, a Washington Partnership

By: *[Signature]*
MICHAEL E. PEGRAM, Managing Partner

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

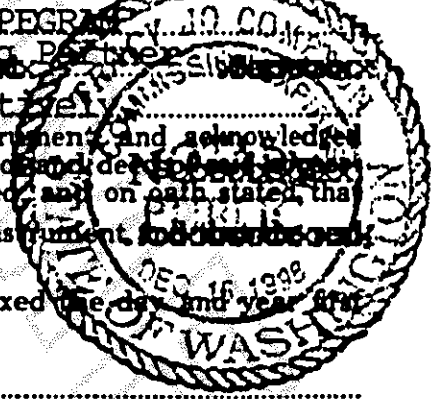
On this day personally appeared before me
DANIEL R. MADLUNG, Managing Member of
PROPERTY INVESTORS, LLC
to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that he signed the same
as his free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
29th day of December, 1995
[Signature]
Notary Public in and for the State of Wash-
ington, residing at *[Address]*

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 29th day of December, 1995
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared JERRY H.
WALTON, individually, and AMT ASSOCIATES, a Wash-
ington Partnership by MICHAEL E. PEGRAM, Managing Partner
to me known to be the person and Managing Partner
responsible for AMT ASSOCIATES, respectively,
who executed the foregoing instrument, and acknowledged
the said instrument to be their free and voluntary act and deed,
for the uses and purposes therein mentioned, and on oath stated that
MICHAEL E. PEGRAM is authorized to execute the said instrument
for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first
above written.
[Signature]
Notary Public in and for the State of Washington,
residing at *[Address]*



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..... 19.....

[Handwritten numbers]
BK 1565760489 BK 1507760124

960710003S

Schedule "A-1"

T-77547-E

DESCRIPTION:

PARCEL "A":

All that portion of Lot 10, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the North $\frac{1}{4}$ corner of said section;
thence South $0^{\circ}35'18''$ West a distance of 1,322.15 feet to the $1/16$ corner which is the mid point of Park Reserve on it's South boundary;
thence South $89^{\circ}18\frac{1}{2}'$ West a distance of 150 feet;
thence North $0^{\circ}34'$ East a distance of 450 feet to the Northwest corner of Park Reserve;
thence North $89^{\circ}18\frac{1}{2}'$ East a distance of 150 feet;
thence South $0^{\circ}34'$ West a distance of 450 feet to the $1/16$ corner.

EXCEPTING THEREFROM, the following described tract:

Beginning at the North $\frac{1}{4}$ corner of Section 32, Township 35 North, Range 4 East, W.M., Skagit County, Washington;
thence South $2^{\circ}11'42''$ West along the North-South centerline of said Section 32 for a distance of 951.00 feet to a point 20.00 feet North of the North line of the parcel conveyed to Continental Telephone of the Northwest;
thence North $87^{\circ}48'18''$ West on a line 20 feet North of and parallel to the North line of said parcel a distance of 62.50 feet to a point on the West margin of an existing gravel road and the true point of beginning;
thence North $87^{\circ}48'18''$ West for a distance of 87.50 feet, more or less, to the West line of that certain tract known as "Park Reserve Tract";
thence South along said West line for a distance of 100.00 feet;
thence South $87^{\circ}48'18''$ East for a distance of 39.50 feet, more or less, to a point on the West margin of an existing gravel road;
thence Northeasterly along said West margin for a distance of 100 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

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BK1565FGU490

Schedule "A-1"

T-77547-E

DESCRIPTION CONTINUED:

PARCEL "B":

Tracts 8, 11, 18 and 21, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, EXCEPT the following described tracts:

1. That portion of Tracts 18 and 21, platted as First Addition to Burlington, Skagit County, Washington, as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County.
2. That portion of Tract 18 lying East of the base of the hill and that portion of Tract 21 lying South of the base of the hill.
3. Those portions of Tract 21 lying North of the base of the hill embraced in the following described tracts:

Beginning 569.5 feet North and 95 feet East of the Southwest corner of Block 3, as shown on "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASHINGTON", according to the recorded plat thereof; thence West 205 feet; thence South 337.9 feet; thence East 205 feet; thence North 337.9 feet to the point beginning; ALSO, beginning at a point 569.5 feet North and 95 feet East of the Southwest corner of Block 3 of "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASHINGTON", according to the recorded plat thereof; thence continuing East a distance of 432.4 feet; thence South 23°15' West a distance of 260 feet; thence South 28°49' West a distance of 341 feet; thence South 58°27' West a distance of 135 feet; thence North 83°51' West a distance of 60.2; thence North and parallel to the East line of Holly Street produced, a distance of 606 feet to the point of beginning, BUT NOT INCLUDING IN THIS EXCEPTION, a strip of land 30 feet wide around and adjacent to the base of the hill on said Tract 21.

4. That portion of Tracts 18 and 21, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, described as follows:

Beginning at the Southwest corner of Block 3, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County; thence North 0°0'25" East along the East line of Holly Street if extended Northerly, a distance of 569.50 feet, to a point on the North line of that certain tract acquired by Public

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BK 1565 PG0491

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T-77547-E

Schedule "A-1"

DESCRIPTION CONTINUED:

PARCEL "B" #4 Continued:

Utility District No. 1 by order of condemnation under Skagit County Superior Court Cause No. 16285 and dated November 3, 1939; thence North 89°58'05" West along the North line of said P.U.D. tract, a distance of 110.00 feet to the Northwest corner of said P.U.D. tract and which point is the true point of beginning of this description; thence South 89°58'05" East along said North line of said P.U.D. tract, a distance of 198.58 feet; thence North 6°36'55" East, a distance of 238.27 feet; thence on a curve to the left having a radius of 144.16 feet, an arc distance of 72.46 feet; thence North 22°11'05" West, a distance of 105.11 feet; thence North 60°27'05" West, a distance of 277.76 feet to a point on the South right of way line of a proposed 60 foot road, and which point is on a curve, the tangent to which bears South 65°43'42" West at said point; thence Southwesterly along said curve to the right having a radius of 166.42 feet, an arc distance of 65.10 feet; thence continuing South 88°08'25" West along the South right of way line of said proposed 60 foot road, a distance of 88.47 feet to a point 30.00 feet East of the North and South centerline of Section 32; thence South 0°43'30" West along a line which is parallel to and 30.00 feet East of said North and South centerline of said Section 32, a distance of 260.13 feet; thence South 29°54'55" East, a distance of 110.75 feet; thence South 44°24'10" East, a distance of 200.02 feet; thence South 16°21'25" West, a distance of 133.03 feet; thence South 55°53'35" East, a distance of 75.22 feet to a point on the West line of said P.U.D. tract; thence North 0°02'25" East along the West line of said P.U.D. tract, a distance of 144.38 feet to the true point of beginning.

5. Beginning at the North $\frac{1}{4}$ corner of said Section 32; thence South 0°34' West along the North-South centerline of said Section 32, 971.00 feet; thence North 89°26' West 25.00 feet to the true point of beginning; thence South 0°34' West parallel with said North-South centerline, 100.00 feet; thence South 89°26' East 100.00 feet; thence North 0°34' East parallel with said North-South centerline, 100.00 feet; thence North 89°26' West 100.00 feet to the true point of beginning.

6. Beginning at the North $\frac{1}{4}$ corner of Section 32, Township 35 North, Range 4 East, W.M., Skagit County, Washington; thence South 2°13'07" West, along the section line, 911.95 feet to the true point of beginning; thence South 88°26' East 60.0 feet; thence South 2°13'07" West 60.0 feet; thence North 88°26' West 60.0 feet; thence North 2°13'07" East to the true point of beginning.

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~~BK 1565760492~~

BK 1565760492

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Schedule "A-1"

O-9993-691559
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DESCRIPTION CONTINUED:

7. Beginning at the North $\frac{1}{4}$ corner of said Section 32; thence South $02^{\circ}11'42''$ West, along the North-South centerline of said Section 32 for a distance of 1171.00 feet to the TRUE POINT OF BEGINNING; thence South $87^{\circ}48'18''$ East for a distance of 287.55 feet; thence South $02^{\circ}11'42''$ West on a line parallel with the West line of said Tracts 11 and 18 for a distance of 177.60 feet to a 1 inch iron pipe; thence South $53^{\circ}58'20''$ East for a distance of 37.58 feet to the Northerly edge of an existing gravel road; thence Westerly along the Northerly edge of said road South $29^{\circ}15'57''$ West for a distance of 118.64 feet; thence South $32^{\circ}49'30''$ West for a distance of 162.61 feet to a point on the North line of the parcel conveyed to James Bendtsen under Auditor's File No. 619347; thence around a curve to the right whose central angle bears North $22^{\circ}45'15''$ East a radial distance of 166.42 feet; thence along said curve for an arc distance of 65.10 feet; thence South $89^{\circ}39'31''$ West for a distance of 119.01 feet to a point on the North-South centerline of said Section 32; thence North $02^{\circ}11'42''$ East along said centerline for a distance of 464.72 feet to the TRUE POINT OF BEGINNING. Said parcel including that portion of Anacortes Street contained within as vacated under Commissioner's File No. 14188.

Said Parcels "A" and "B" being together with those portions of vacated Anacortes Street which would attach to said parcels by operation of Law.

Situate in the County of Skagit, State of Washington.

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