

AFTER RECORDING MAIL TO:

Zeno, Drake and Hively, P.S.  
4020 Lake Washington Blvd NE #100  
Kirkland, WA 98033

Filed for Record at Request of: Zeno, Drake and Hively, P.S

**DOCUMENT TITLE:** Second Position Deed of Trust

**REFERENCE NUMBER OF RELATED DOCUMENT:** NA

**GRANTOR:** Rock Ridge West, LLC, a Washington limited liability company

**GRANTEES:** Patrick S. Gastineau and Jennifer Gastineau, husband and wife

**ABBREVIATED LEGAL DESCRIPTION:** Lot 9, Plat of Rock Ridge West

**ASSESSOR'S TAX PARCEL NUMBER(S):** 4792-000-009-0000

**Second Position  
Deed of Trust**

THIS DEED OF TRUST is made this 21<sup>st</sup> day of OCTOBER, 2002, between Rock Ridge West, LLC, a Washington limited liability company, as Grantor, whose address is 3307 H Avenue, Anacortes, WA 98221; Pacific Northwest Title Company, a corporation, as Trustee, whose address is 1201 Third Avenue, Suite 3800, Seattle, WA 98101-3055; and Patrick S. Gastineau and Jennifer Gastineau, a married couple, whose address is 17611 Eason Avenue, Bothell, WA 98011.

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

Lot 9 of the Plat of Rock Ridge West, according to the plat thereof, recorded under Auditor's File No. 200203250231, records of Skagit County, Washington; tax parcel number 4792-000-009-0000.

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 anyway 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 Thirty Thousand and NO/100 Dollars (\$30,000) with interest, in accordance with the terms of a promissory note of even date herewith which is 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 the property described herein continuously insured against loss by fire or other hazards in an amount not less than replacement cost.
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 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.



200210300139  
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; 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 the 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.

9. Any sale or other transfer of any interest in the property then encumbered by this Deed of Trust without the prior written consent of Beneficiary shall constitute an event of default under this Deed of Trust; provided, that the first transfer of the property, if it is not a sale of a finished residence for occupancy by the purchaser (or by a natural person in control of the purchasing entity) shall not be considered a sale under this deed of trust.

ROCK RIDGE WEST, LLC

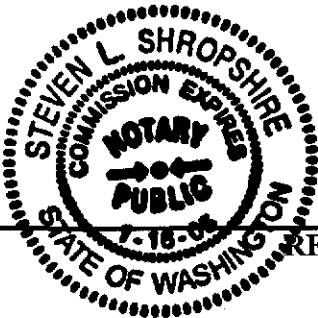
BY Anthony Malo Jr. MEMBER

BY \_\_\_\_\_

State of Washington )  
 )ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that Anthony Malo Jr. are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 210402



Steven Shropshire  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at Bellingham WA  
My Commission expires : \_\_\_\_\_

**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 \_\_\_\_\_



200210300139  
Skagit County Auditor

10/30/2002 Page 3 of 3 2:05PM