



200410010101

Skagit County Auditor

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**WHEN RECORDED RETURN TO:**

United Mortgage Corporation  
24245 104th Ave SE,  
Kent WA 98030

**DEED OF TRUST**

(For use in the State of Washington only)

Grantor(s) : **Anthony E. Ehlert**Grantee(s) : **Dennis Flynn**

Legal Description (abbreviated): Lot 14, Blk2, Lamm's Panorama View, Skagit County, WA.

Assessor's Tax Parcel ID # : **3965-002-014-0007**

This Deed of trust made on August 17, 2004 between **Grantors: Anthony E. Ehlert**, as his separate property, whose address is: **10612 Vista View Drive Sedro-Woolley WA 98284** and the Trustee: Stewart Title Co. of Washington, Inc., whose address is 1201 3rd Ave. Suite #3800 Seattle WA 98101 and Beneficiary being: Dennis Flynn, at: 24245 104th Ave SE, Kent WA 98030.

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

**Lot 14, Block 2, "LAMM'S PANORAMA VIEW LOTS," as per plat recorded in Volume 7 of Plats, page 39, records of Skagit County, Washington. Situate in the 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 **(\$3,000.00) Three Thousand Dollars** with interest, in accordance with the terms of a promissory note of even date herewith, Payable to the 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 thereof 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 to be less than the total debt secured by this Deed of Trust and the first Deed of Trust together. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interests may appear, and then to 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 cost and expense, including cost of Title search and Attorneys fees, in any such action 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 expense of the Trustee in enforcing the obligation secured hereby and Trustee's and Attorney's fees incurred.
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 of 12% per annum, shall be added to and become a part of the debt secured in this Deed of Trust.

7. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limit then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from borrower which exceeded permitted limits will be refunded to borrower. Lender may choose to make this refund by reducing the principle owed under the Note or by making a direct payment to Borrower.

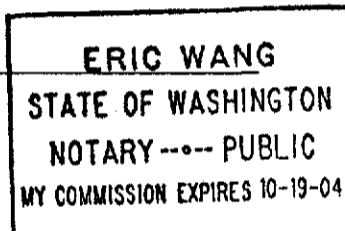
IT IS MUTUALLY AGREED THAT:

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 be necessary to fully satisfy the obligation hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sums 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 thereof.
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 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 purchaser.
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. 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 Beneficiary herein.

Anthony E. Ehlert  
GRANTOR: **Anthony E. Ehlert**

GRANTOR:

State of Washington )  
 ) ss.  
COUNTY of King )



On this day personally appeared before me **Anthony E. Ehlert**, to be known to be the individual(s) described in and who executed the within and forgoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein.

GIVEN under my hand and official seal on August 18, 2004.

E. Wang  
Residing in Ken

\_\_\_\_\_, Notary Public for the State of Washington  
\_\_\_\_\_, My appointment expires 10/19/04


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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