

Filed for Record at Request of

Kory Slaatthaug and Mary K. Bambrick  
17612 Valentine Road  
Mount Vernon, WA 98273



200508220060  
Skagit County Auditor

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## Deed of Trust

(For Use in the State of Washington Only.)

**THIS DEED OF TRUST**, made this 19 day of august, 2005, between **LEONID DATSKY and ANTONINA DATSKY, husband and wife, GRANTORS**, whose address is presently 6181 Ershig Road in Bow, WA 98232, **J. ANTHONY HOARE, Attorney at Law., GRANTEE and TRUSTEE**, whose address is presently 1215 4<sup>th</sup> Avenue Suite 920 in Seattle, WA 98161 and **KORY SLAATTHAUG and MARY KATHRYN BAMBRICK, BENEFICIARIES**, whose address is presently 17612 Valentine Road in Mount Vernon, WA 98273.

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

Tract C of that certain short plan 44-72 recorded under Skagit County Auditor's file no. 828691, also known as the South 136 feet of the North 974 feet of the West half of Government Lot 4, except road and also except the portion thereof lying in the south 310 feet of Government Lot 4, Section 1 of Township 35, Range 3, West of Willamette Meridian, all in Skagit County, Washington

**Tax Account #:** P33529

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 **Grantors** hereinafter contained, and payment in the sum of One Hundred Thousand Dollars (\$100,000.00) with interest, in accordance with the terms of the Promissory Note dated August 19, 2005, payable to **Beneficiaries** or order, and made by **Grantors**, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by **Beneficiaries to Grantors**, 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 the 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 or 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



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 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 encumbrances for value.
6. The power of sale conferred by this 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.

Leonid Datsky  
LEONID DATSKY

Antonina Datsky  
ANTONINA DATSKY



STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss.

ON THIS day personally appeared before me, **LEONID DATSKY**, Grantor, 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 19th day of August, 2005.



Katrina Lee Sartain  
NOTARY PUBLIC in and for the State of Washington, residing at Burlington  
My commission expires on 4-1-2006  
Printed Name Katrina Sartain

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss.

ON THIS day personally appeared before me, **ANTONINA DATSKY**, Grantor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of August, 2005.



Katrina Lee Sartain  
NOTARY PUBLIC in and for the State of Washington, residing at Burlington  
My commission expires on 4-1-2006  
Printed Name Katrina Sartain

### REQUEST FOR FULL RECONVEYANCE

#### 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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