



200510280222
Skagit County Auditor

10/28/2005 Page

1 of 5 4:12PM

AFTER RECORDING MAIL TO:
Seney Revocable Living Trust
P.O. Box 2129
Estacada, OR 97023

Reference No.:

Filed for Record at Request of:
Land Title Company of Skagit
Escrow Number: 118672-PE

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): **Glenn C Ash, Kristen J Ash, Richard P Ruhl and Lori J Ruhl**
Beneficiary: **Seney Revocable Living Trust**
Trustee: **Land Title Company of Skagit**
Abbreviated Legal: ptn Gov Lot2, 25-36-2 E W.M.
Additional legal(s) on page: 2
Assessor's Tax Parcel Number(s): **360225-0-015-0109, P46970**

THIS DEED OF TRUST, made this 26th day of October, 2005 between **GLENN C. ASH** and **KRISTEN J. ASH**, husband and wife and **RICHARD P. RUHL** and **LORI J. RUHL**, husband and wife, both as ~~joint tenants with Rights of Survivorship~~, GRANTOR, whose address is 301 Lilac Dr , Mount Vernon, WA 98273, Land Title Company of Skagit, TRUSTEE, whose address is P.O. Box 445 111 East George Hopper Road, Burlington, WA 98233 and **RONALD R. SENEY AND DONNA M. SENEY**, TRUSTEES OF THE **RONALD R. SENEY AND DONNA M. SENEY REVOCABLE LIVING TRUST DATED APRIL 21, 2004** BENEFICIARY, whose address is P.O. Box 2129, Estacada, OR 97023. *tenants in common*

Glenn C Ash
Kristen J Ash
Richard P Ruhl
Lori J Ruhl

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

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at an existing concrete marker for the meandering corner on the West section line of said section;
thence North 88°07'33" East along the meander line, 219.05 feet;
thence South 0°02' West, 193.56 feet to the Southwest corner of that certain tract of land sold to James C. Metzker by instrument recorded May 4, 1972, under Auditor's File No. 767775;
thence North 89°58' West a distance of 20 feet, more or less, to the East line of that certain tract sold to Paul Billeter, et ux, by instrument recorded July 26, 1967, under Auditor's File No. 702409;
thence South along said East line and said East line extended, a distance of 83 feet, more or less, to a point which bears North 89°58' West from a point on the East line of that certain tract of land conveyed to Robert E. Green by deed recorded May 20, 1944, under Auditor's File No. 371659, which lies 83 feet from the South line of said Metzger tract which measured along said East line, said point being the true point of beginning;
thence continuing along the extension of the East line of said Billeter tract, a distance of 76 feet, more or less, to a point which bears North 89°58' West from a point on the East line of said Green Tract which lies 159 feet from the South line of said Metzker tract when measured along the East line of the said Green tract;
thence South 89°58' East a distance of 148 feet, more or less, to the East line of said Green tract;
thence North along said East line 76 feet;
thence North 89°58' West, 148.83 feet, more or less, to the true point of beginning,

EXCEPT that portion lying West of the East line of the following described tract:

Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.;
thence Easterly along the meander line 219.05 feet;
thence South 33.56 feet to the true point of beginning;
thence South 430 feet, more or less, to the County road;

Legal Description Continued:

thence West 20 feet;
thence North 380 feet, more or less, to the Northeast corner of that certain parcel conveyed by James H. Miles and Mabel M. Miles, husband and wife, to Martin M. Buckner and Edna L. Buckner, husband and wife, by Quit Claim Deed dated May 25, 1961 and recorded August 26, 1963, under Auditor's File No. 640052;
thence West 10.78 feet;
thence North 50 feet;
thence East 30 feet to the point of beginning.

TOGETHER WITH:

An undivided 1/16th interest in an irregular shaped roadway described as follows:
Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.;
thence Easterly along the meander line 219.05 feet;
thence South 33.56 feet to the true point of beginning;
thence South 430 feet, more or less, to the County road;
thence West 20 feet;
thence North 380 feet, more or less, to the Northeast corner of that certain parcel conveyed by James H. Miles and Mabel M. Miles, husband and wife, to Martin M. Buckner and Edna L. Buckner, husband and wife, by Quit Claim Deed dated May 25, 1961 and recorded August 26, 1963, under Auditor's File No. 640052;
thence West 10.78 feet;
thence North 50 feet;
thence East 30 feet to the point of beginning.

TOGETHER WITH:

An easement for ingress, egress and utilities over, under and across the following described tract:

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at an existing Concrete marker for the meandering corner on the West section line of said section;
thence North 88°07'33" East along the meander line, 219.05 feet;
thence South 0°02' West 193.56 feet to the Southwest corner of that certain tract of land sold to James C. Metzker by instrument recorded May 4, 1972, under Auditor's File No. 767775, said point being the true point of beginning;
thence North 89°58' West a distance of 20 feet, more or less, to the East line of that certain tract of land sold to Paul Billeter and Edna H. Billeter, husband and wife, by instrument recorded July 26, 1967, under Auditor's File No. 702409;
thence South along said East line, 79.20 feet, more or less, to the Southeast corner of said Billeter tract;
thence West along the South line of said Billeter tract 15 feet;
thence South 0°02' West 180 feet, more or less, to the North line of the existing public road commonly referred to as the Blue Heron Road;
thence North 86°27'50" East along the North line of said road, 40 feet, more or less, to a point which lies South 86°27'50" West, 121.72 feet from the East line of that certain tract of land conveyed to Robert E. Green by deed recorded May 20, 1944, under Auditor's File No. 371659, when measured along the North line of said road;
thence North 0°02' East 144.20 feet;
thence North 25°10'42" East, 35.37 feet;
thence North 0°02' East 83.00 feet, more or less, to the South line of said Metzker tract;
thence West along said South line a distance of 20 feet, more or less, to the true point of beginning.

EXCEPT that portion thereof lying within the boundaries of the above described Parcel:



DESCRIPTION CONTINUED:

TOGETHER WITH an undivided 1/16th interest in the following described real property:

Tidelands of the Second Class, situated in front of, adjacent to or abutting upon that part of the shore line of Lot 2, Section 25, Township 36 North, Range 2 East, W.M., extending from the Northwest corner of said lot to a point South 87°22' East 351.2 feet from said Northwest corner of said lot,

EXCEPT the West 2 chains thereof.

TOGETHER WITH an undivided 1/16th interest in the following described beach property:

Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.;

thence East 109 feet to the true point of beginning;

thence East along the meander line, 239.65 feet;

thence South 44.55 feet;

thence West 239.65 feet, more or less;

thence North 30 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Including a 1980 Marlette/Parkview 47 x 28 Mobile Home Title Eliminated under Auditor's File No.

200510280219.

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 **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 125,000.00)** 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:

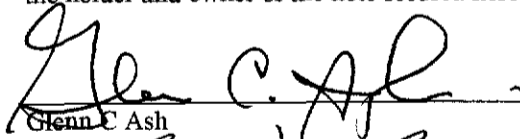
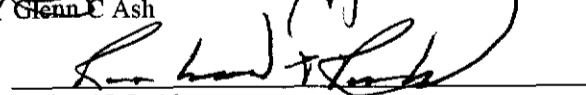
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all 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 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 herein above described, Beneficiary may pay the same, and the amount

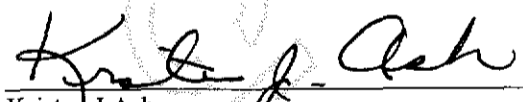



so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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; and (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.


Glenn C Ash

Richard P Ruhl

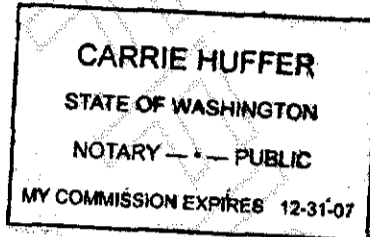

Krister J Ash

Lori J Ruhl



State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Glenn C Ash, Kristen J Ash, Richard P Ruhl and Lori J Ruhl** the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Oct. 27, 2005



Carrie Huffer
Notary Public in and for the State of Washington
Residing at: Burlington
My appointment expires: 12/31/2007

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 _____

Mail reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

