

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
John & Carter Hawley  
3576 NE 180<sup>th</sup>  
Lake Forest Park, WA 98155



200604100115  
Skagit County Auditor

4/10/2006 Page 1 of 5 11:19AM

**CHICAGO TITLE CO.**

1038403

DEED OF TRUST

---

Grantor (s) LARRY A. THOMPSON & MEI SIE THOMPSON, husband and wife  
Grantee (s) JOHN HAWLEY & CARTER HAWLEY, husband and wife  
Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal: Tract 2, Skagit County Short Plat 33-84  
Additional Legal on page(s) Exhibit A  
Assessor's Tax Parcel No's: P103732; 360312-2-001-0100

---

THIS DEED OF TRUST, made March 31, 2006, between LARRY A. THOMPSON & MEI SIE THOMPSON, husband and wife, as Grantors and Land Title Insurance Company of Skagit County, as Trustee; and JOHN HAWLEY & CARTER HAWLEY, husband and wife, as Beneficiaries.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington: See Exhibit "A" attached hereto and incorporated herein by this reference, 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 of trust is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of \$107,500.00 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 improvements 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 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 hazards.
- 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) 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 portions 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



200604100115

Skagit County Auditor

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 fees; (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 its execution of this deed of trust, and such as it may have acquired thereafter. Trustee's deeds 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.

Larry A. Thompson  
LARRY A. THOMPSON

Date: March 31, 2006

Melsie Thompson  
MELSIE THOMPSON

Date: March 31, 2006



200604100115  
Skagit County Auditor



EXHIBIT A

Tract 2 of Skagit County Short Plat 33-84, approved November 14, 1984, and recorded November 19, 1984 under Skagit County Auditor's File No. 8411190033 in Volume 6 of Short Plats, page 191, records of Skagit County, Washington; being a portion of the North ½ of Section 12, Township 36 North, Range 3 East, W.M.

Skagit County Assessor's Parcel Number P103372; 360312-2-001-0100

Situate in Skagit County, Washington

SUBJECT TO: Easements, restrictions and reservations of record.



200604100115  
Skagit County Auditor