



200608170055  
Skagit County Auditor

8/17/2006 Page 1 of 6 9:57AM

WHEN RECORDED RETURN TO:

Name: Lynn Christofersen  
Attn:  
Address: 9720 Padilla Heights  
City, State, Zip Anacortes WA 98221

**DOCUMENT TITLE:** Deed of Trust

**REFERENCE NO. :**

**GRANTOR(S) :** Lynn Christofersen

**GRANTEE(S) :** Skagit Council of Governments

**LEGAL DESCR. :** w 10 acres of e 21 acres of sw 1/4, se 1/4, S3, T34 n

**ASSESSOR'S NO.:** P19776/340203-4-014-0001

**Deed of Trust**

*(For Use in the State of Washington Only)*

THIS DEED OF TRUST, dated for reference purposes the 16 day of ~~Sept~~ <sup>August</sup>, 2006, is between **Lynn Christofersen**, GRANTOR, whose address is 9720 Padilla Heights, Anacortes WA 98221, **CHICAGO TITLE INSURANCE COMPANY**, a corporation, TRUSTEE, whose address is 1700 Bank of America Building, 701 Fifth Avenue, Seattle, Washington 98104, and, Skagit Council of Governments, BENEFICIARIES, whose address is 204 W. Montgomery, Mt. Vernon, WA, 98273.

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

Assessor's Property Tax Parcel or Account No: P19776/340203-4-014-0001  
The West 10 acres of the East 21 acres of the following described tract of land:

The Southwest 1/4 of the Southeast 1/4 of Section 3, Township 34 North, Range 2 East, W. M., except the North 7 rods, ALSO EXCEPT any portion lying within the boundaries of existing road and rights of way. Situate in the County of Skagit, State of Washington.

Tax Parcel Nos. : P19776/340203-4-014-0001

which real property is not used principally for agricultural 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, each agreement of grantor under those certain Promissory Notes by and between

grantor to beneficiaries dated April 8, 2003 in the amount of \$40,000.00 and February 24, 2004 in the amount of \$60,000.00 and all renewals, modifications and extensions thereof, and also such further sums as may be advanced by Beneficiaries to or on behalf of Grantor, or any of their successors or assigns, together with interest thereon.

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 full replacement value of such buildings. All policies or certificates shall be held by the Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as their interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied to any amounts owed to Beneficiaries pursuant to the Guaranty hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries 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 Beneficiaries 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 Beneficiaries 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 Note 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, such failure shall be an event of default hereunder and Beneficiaries may pay the same, and the



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amount so paid, with interest at the rate of 18%, shall be added to any and all amounts owed by Grantor pursuant to the Note secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

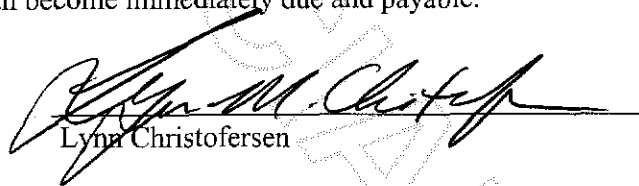
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the Note secured hereby, shall be paid to Beneficiaries to be applied to said Note.
2. By accepting payment of any sum secured hereby after its due date, Beneficiaries 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 Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
4. Upon default by Grantor in the payment of any amounts owed pursuant to the Note 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 Beneficiaries. In such event and upon written request of Beneficiaries, 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 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; Beneficiaries 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, Beneficiaries may appoint in writing a successor trustee, and upon the recording of such



UNRECORDED  
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 Beneficiaries 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 Beneficiaries shall mean the holder and owner of the Guaranty secured hereby, whether or not named as Beneficiaries herein.

9. Upon the sale of the real property, all indebtedness secured by this Deed of Trust shall become immediately due and payable.

  
Lynn Christofersen

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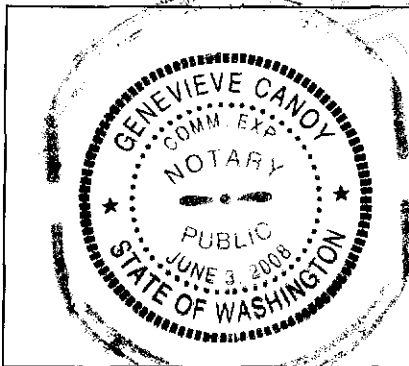
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this day personally appeared before me Lynn Christofersen 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 16<sup>th</sup> day of Aug, 2006.



(Use This Space for Notarial Seal Stamp)

Genevieve Candy  
Notary Public in and for the State of Washington,  
residing at Anacortes  
My commission expires: June 3, 2008  
Genevieve Candy  
[Type or Print Notary Name]



**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 indebtedness secured by the within Deed of Trust. Said 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 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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