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Skagit County Auditor

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AFTER RECORDING MAIL TO:
TIMOTHY B. WHITE
TIMOTHY B. WHITE PROPERTIES
325 E. George Hopper Road, Suite 105
Burlington, WA 98233

Deed of Trust

THIS DEED OF TRUST, made this 12th day of September, 2006, between JOHN M. TURNER, JR, an unmarried person, GRANTOR, whose address 23622 Glenn Allen Place, Mt. Vernon, Washington 98274, and DONALD P. KIRKPATRICK, Attorney at Law, , as TRUSTEE, whose address is 1323 Lincoln Street, Suite 201, Bellingham, Washington 98229, and TIMOTHY B. WHITE a married man as his separate estate, as BENEFICIARY, whose address is 325 E. George Hopper Road, Suite 105, Burlington, WA 98233.

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

Tract 54 Big Lake Water Front Tracts
AS DESCRIBED ON EXHIBIT A ATTACHED

Situate in Skagit County, Washington.

Tax Parcel No. P62035; 3862-000-051-0207

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 ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00). U.S. Dollars, 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, Grantors covenant and agree:

1. To keep the property, including maintaining the yard, grounds and improvements, 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 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 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 the 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 his 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 encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of



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THE PROMISSORY NOTE SECURED HEREBY IS DUE AND PAYABLE IN FULL UPON THE SALE OR REFINANCING OF THIS PROPERTY BUT NOT LATER THAN TWO YEARS FROM THE DATE HEREOF

JOHN M. TURNER, JR.

STATE OF WASHINGTON)

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COUNTY OF SKAGIT

On this day personally appeared before me JOHN M. TURNER, JR., 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 mention.

GIVEN UNDER my hand and official seal this 12th day of September, 2006.



Frances D. Magnett
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
My Commission expires 8-9-08.



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EXHIBIT A

That portion of Tract 54, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Tract 54;
thence North 26°22' East 204.06 feet to the centerline of that certain easement as recorded under Auditor's File No. 653573;
thence South 63°38' East along said centerline 48.81 feet;
thence South 26°22' West 211.44 feet to the Northeasterly line of a County road right of way;
thence North 55°02' West along said Northeasterly line 49.37 feet to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities, and community access as established by instrument recorded under Auditor's File No. 653573,

EXCEPT that portion of said easement which lies within the above described main tract.

Situate in the County of Skagit, State of Washington.



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