

When Recorded Return To:

Peter W. Bennett
Bennett & Bennett
Attorneys at Law
400 Dayton, Suite A
Edmonds, WA 98020



200609260110
Skagit County Auditor

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8 11:59AM

LAND TITLE OF SKAGIT COUNTY
119557-P

DOCUMENT TITLE: Deed of Trust

GRANTORS: LaBelle, Keith E., and LaBelle, Georgia L., husband and wife;
LaBelle, David P. and LaBelle, Christina A., husband and wife;
Stanhope, Trevor F. and Stanhope, Julie A., husband and wife.

GRANTEES: Dvorak, William P. and Dvorak, ^{Trudie}~~Trudie~~ M., husband and wife.

LEGAL DESCRIPTION: Lot One Hundred Fifty-five (155), Block One (1), AND Lot One Hundred Sixteen (116), Block Three (3), LAKE CAVANAUGH SUBDIVISION, Division #2, as per plat recorded in Volume 5 of Plats, pages 49-54, inclusive, under Auditor's file number 396262 in Skagit County, Washington.

ASSESSOR'S TAX

PARCEL NOS.: P~~6~~66632 (3938-001-155-0002) & P66766 (3938-003-116-0006)

REFERENCE NOS. OF
DOCUMENTS RELEASED
OR ASSIGNED:

n/a

DEED OF TRUST

THIS DEED OF TRUST, made this 25 day of September, 2006, between KEITH E. LaBELLE and GEORGIA L. LaBELLE, husband and wife, AND DAVID P. LaBELLE and CHRISTINA A. LaBELLE, husband and wife AND to TREVOR F. STANHOPE and JULIE A. STANHOPE, husband and wife, each martial community as to an undivided one-third (1/3) interest in the whole, and each marital community as tenants in common, GRANTORS, whose joint mailing address is 8403 - 186th Street SW, Edmonds, WA 98026, PACIFIC NORTHWEST TITLE COMPANY, _____, Everett, WA 98____, TRUSTEE, and WILLIAM P. DVORAK and TRUDIE M. DVORAK, husband and wife, BENEFICIARIES, whose address is 4207 - 2nd NW, Seattle, WA 98107.

adc/real-est/labelle/Deed of Trust/12/5/2005

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WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Lot One Hundred Fifty-five (155), Block One (1), AND Lot One Hundred Sixteen (116), Block Three (3), LAKE CAVANAUGH SUBDIVISION, Division #2, as per plat recorded in Volume 5 of Plats, pages 49-54, inclusive, under Auditor's file number 396262 in Skagit County, Washington,

Situate in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel/Account Numbers: P666632 (3938-001-155-0002) & P66766 (3938-003-116-0006) (two parcels),

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 herein contained, and payment of the sum of One Hundred Eighty Eight Thousand and 00/100 Dollars (\$188,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, 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, Grantors covenant and agree:

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 Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness 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 Grantors 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 obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiaries 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 Beneficiaries to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their 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 Grantors 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 Grantors 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 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale of its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as they 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 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 an action or proceeding in which Grantors, 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 holders and owners of the note secured hereby, whether or not named as Beneficiaries herein.

Keith E. LaBelle
KEITH E. LaBELLE, husband

Georgia L. LaBelle
GEORGIA L. LaBELLE, wife
By KEITH E. LaBELLE, POA

David P. LaBelle
DAVID P. LaBELLE, husband
By KEITH E. LaBELLE, POA

Christina A. LaBelle
CHRISTINA A. LaBELLE, wife
By KEITH E. LaBELLE, POA

Trevor F. Stanhope
TREVOR F. STANHOPE, husband
By KEITH E. LaBELLE, POA

Julie A. Stanhope
JULIE A. STANHOPE, wife
By KEITH E. LaBELLE, POA

**By Keith E. LaBelle, Their Attorney In Fact*



STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25 day of September, 2006.



Notary Public in and for the State of Washington

Residing at: Lynden, WA

My commission expires: 5-2-11

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Attorney-in-fact of GEORGIA L. LaBELLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of September, 2006.



Notary Public in and for the State of Washington

Residing at: Lynden, WA

My commission expires: 8-1-11

adc/real-est/labelle/Deed of Trust/12/5/2005

BENNETT & BENNETT • AT
400 DAYTON, SUITE A • EDMONDS, WASHIN.



200609260110

Skagit County Auditor

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8 11:59AM

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Attorney-in-fact of DAVID P. LaBELLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


DATED this 25 day of September, 2006.


Notary Public in and for the State of Washington
Residing at Lynnwood
My commission expires: 8-2-07

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Attorney-in-fact of CHRISTINA A. LaBELLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of September, 2006.


Notary Public in and for the State of Washington
Residing at Lynnwood
My commission expires: 8-2-07




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STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Attorney-in-fact of TREVOR F. STANHOPE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


DATED this 25 day of September, 2006.


Notary Public in and for the State of Washington
Residing at Lynden, WA
My commission expires: 8/1/11

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KEITH E. LaBELLE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Attorney-in-fact of JULIE A. STANHOPE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of September, 2006.


Notary Public in and for the State of Washington
Residing at Lynden, WA
My commission expires: 8/1/11

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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 this _____ day of _____, 200_____.

adc/real-est/label/Deed of Trust/12/5/2005

BENNETT & BENNETT • ATTORNEYS
400 DAYTON, SUITE A • EDMONDS, WASHINGTON



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