

When Recorded Return to:



200703120201  
Skagit County Auditor

3/12/2007 Page 1 of 4 3:05PM

Chicago Title Company - Island Division  
Order No: IMV2367 MKP 1C41757✓

**DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made March 7, 2007 between

**ROBERT J. DOUGLAS, a single person, as his separate estate  
as GRANTOR(S),**

whose address is P.O. BOX 407 Burlington WA 98233  
and

Chicago Title Company - Island Division, a Washington Corporation  
**as TRUSTEE,** whose address is 425 Commercial Street  
P. O. Box 638, Mount Vernon WA 98273  
and

**as BENEFICIARY,** GARY L. MINOR and CHERYL K. MINOR, husband and wife  
whose address is, 17860 Sahale, Mount Vernon, WA 98274

WITNESSETH, Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in Trust, with  
power of sale, the following described real property in Skagit County, Washington:

Lot 6 of the SURVEY OF CRANBERRY HEIGHTS PHASE 1, recorded in Volume 18 of  
Surveys, pages 26 and 27, records of Skagit County, Washington, said Survey being a portion  
of Blocks 1114, 1115, 1116 and 1117, Northern Pacific Addition to Anacortes, according to the  
plat thereof, recorded in Volume 2 of Plats, pages 9, 10 and 11, records of Skagit County,  
Washington.

Situated in Skagit County, Washington

Tax Parcel Number(s): 3809-115-006-0000

PROVIDED HOWEVER IF NOT SOONER PAID THE ENTIRE PRINCIPAL BALANCE  
TOGETHER WITH ACCRUED INTEREST SHALL BE ALL DUE AND PAYABLE ON OR  
BEFORE MARCH 12<sup>th</sup>, 2008

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(s) herein  
contained, and payment of the sum of TWO HUNDRED THOUSAND AND NO/100  
(\$200,000.00) Dollars  
with interest, in accordance with terms of a promissory note of even date herewith, payable to  
Beneficiary or order, and made by Grantor(s), and all renewals, modifications and extensions

thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

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(s). The amount collected under any insurance policy may be applied upon and 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 of 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(s) 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 obligations 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(s) and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) 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



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LPB 22-05  
Page 2 of 5



**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 \_\_\_\_\_ 20 \_\_\_\_.

BY: \_\_\_\_\_

RETURN Full Reconveyance to the following parties:

\_\_\_\_\_  
\_\_\_\_\_



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3/12/2007 Page 4 of 4 3:05PM