

When Recorded Return To:

BRETT BORDEN
5005 257th St NE
Arlington WA 98223



200704050069
Skagit County Auditor

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DEED OF TRUST
(For use in the state of Washington only)

Grantor(s): DONALD C. PULLEN II, a married man as his separate estate
Beneficiary: BRETT BORDEN
Trustee: LAW OFFICES OF JEAN JORGENSEN

THIS DEED OF TRUST, made this 28 day of February, 2007, between DONALD C. PULLEN II, GRANTOR, whose street address is 381 Klinger Street, Sedro Wooley, Washington 98284 and LAW OFFICES OF JEAN JORGENSEN, TRUSTEE, whose street address is 1400 Talbot Road South, Suite #400, Renton, Washington 98055, and BRETT BORDEN, BENEFCIARY, whose street address is 5005 257th Street NE, Arlington, Washington 98223.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in Trust, with power of sale, the following described real property, which real property is not used principally for agricultural or farming purposes, situated in Skagit County, Washington:

LOT 16, PLAT OF BRICKYARD MEADOWS - DIV. 1, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 15, 2002 UNDER AUDITOR'S FILE NO. 200207150172, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's tax parcel / Account No: 4796-000-016-0000/P119299

together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of 1/seven THOUSAND DOLLARS (U.S. \$ 6.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate 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 Grantor, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as it's interest may appear, and then to the Grantor. The amount collected under any insurance policy shall 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 Beneficiary and/or 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 that 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



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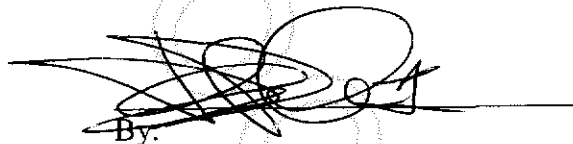
by the Deed of Trust, (3) the surplus, if any, shall be distributed to the persons entitled thereto.

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 this Deed of Trust, and such as he may have acquired thereafter, Trustees 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.

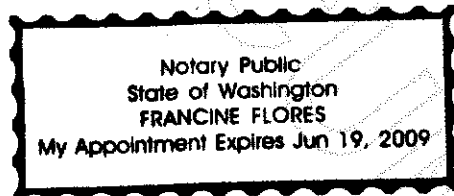
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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 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 a Beneficiary herein.


By.

STATE OF WASHINGTON)
)-ss
COUNTY OF SNOHOMISH)



I certify that I know or have satisfactory evidence that Donald C. Pullen II (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/hisr/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and official seal this 31st day of March, 2007.

Francine Flores
NOTARY PUBLIC in and for the state of
Washington, residing in Arlington, WA.
Com. ex: 6-19-2009



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Skagit County Auditor