



200706040034
Skagit County Auditor

6/4/2007 Page 1 of 3 8:54AM

AFTER RECORDING MAIL TO:

James A. Wynstra, Attorney at Law

P. O. Box 409

Lynden, WA 98264

CS-121

DEED OF TRUST

(For use in the state of Washington only)

Reference Numbers of related documents:

Grantor(s): **HOMESTAR NORTHWEST, LLC**

Grantee(s): **JAMES D. SMITH and CAROL A. SMITH**

Legal Description (abbreviated): Unit 200, Building C MARINER'S RIDGE, A CONDOMINIUM, Ptn. Of NW1/4 S25, T35N, R1E of W.M.

Assessor's Property Tax Parcel Account Numbers: **P124668**

Xref ID: **4894-003-200-0000**

THIS DEED OF TRUST, made this 29th day of May, 2007, between

HOMESTAR NORTHWEST, LLC, a limited liability company, GRANTOR, whose address is 506 Grover Street, Suite 101, Lynden, WA 98264,

WHATCOM LAND TITLE CO., INC., a Washington business corporation, TRUSTEE, whose address is 2011 Young Street, Bellingham, WA 98227, and **JAMES D. SMITH**

and CAROL A. SMITH, husband and wife, BENEFICIARY, whose address is 8671

Vinup Road, Lynden, WA 98264.

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

Unit 200, Building C. of MARINER'S RIDGE, A CONDOMINIUM, per the Survey Map and Plans thereof, recorded under Auditor's File No. 200606120159 and any amendments thereto, records of Skagit County, Washington.

Situate in Skagit County, Washington

Assessor's Property Tax Parcel/Account Numbers: **P124668**

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 herein contained, and payment of the sum of **ONE HUNDRED FOUR THOUSAND THREE HUNDRED FIFTY-FOUR AND 35/100 (\$104,354.35) DOLLARS** with interest, in accordance with the terms of a promissory notes dated **May 31, 2002**, 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, 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 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 come 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



200706040034
Skagit County Auditor

