



200708280018
Skagit County Auditor

8/28/2007 Page

1 of

5 9:37AM

When recorded return to:

Bradley R. Paulson
7391 Miller Rd.
Anacortes, Wa. 98221

DEED OF TRUST

(For use in the State of Washington only)

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this 24TH day of August, 2007 between Virginia M. Wallin & Bradley R Paulson & Mayorie A Paulson

as GRANTOR(S), Virginia M. Wallin
whose address is 937 North 97th #23
and Seattle, Wa. 98103

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ACCOMMODATION RECORDING ONLY

as TRUSTEE, First American Title Insurance Company
whose address is 3202 Commercial Avenue
and Anacortes, Wa. 98221

as BENEFICIARY, Bradley R Paulson & Mayorie A Paulson
whose address is 7391 Miller Rd, Anacortes, Wa. 98221

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:

See Exhibit "A" attached

Abbreviated Legal: (Required if full legal not inserted above)

Lot 15 "Plat of Westwood"
PUO

Tax Parcel Number(s): P110966

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(s) contained in this Deed of Trust, and payment of the sum of three hundred seventy thousand forty-eight dollars and seventy-one cents

Dollars (\$ 370,048.71/100)

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 thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon. See Exhibit "B" attached

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on 01 before December 3, 2007.

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,

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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 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(s) 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(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.
7. DUE ON SALE: (OPTIONAL - *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Virginia D. Wallin
Grantor initials

EBI
Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 obligation 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 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 its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

LPB 22A-05(i-l)
Page 2 of 3



200708280018
Skagit County Auditor

8/28/2007 Page 2 of 5 9:37AM

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7. In the event of the death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor(s), 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 his/her/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 Beneficiary herein.

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

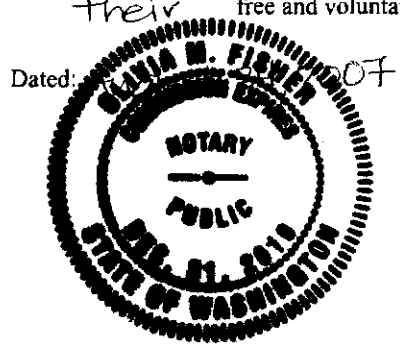
- a. ☐ None
- b. ☒ As set forth on the attached Exhibit "B" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)
Payment shall be made per terms of Exhibit "B" attached.

Virginia Wallin *Marjorie A. Paulson*

STATE OF *Washington*
COUNTY OF *Skagit*

I certify that I know or have satisfactory evidence that *Marjorie Paulson & Virginia Wallin*
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that *they* signed this instrument and acknowledged it to be
their free and voluntary act for the uses and purposes mentioned in this instrument..



Olivia M. Fisher
Notary name printed or typed: *OLIVIA M FISHER*
Notary Public in and for the State of *Washington*
Residing at *Anacortes*
My appointment expires: *12/31/10*

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: _____

*noted
vmmw
BRS*

Exhibit "A"

Schedule "C"
Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 15, "PLAT OF WESTWOOD PUD", as per plat recorded in Volume 16 of Plats, pages 152 and 153, records of Skagit County, Washington.



200708280018

Skagit County Auditor

8/28/2007 Page

4 of

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PROMISSORY NOTE AND DEED OF TRUST PAYMENT DETAILS

I, Virginia M. Wallin, hereinafter referred to as Wallin, do hereby agree that in exchange for a REAL ESTATE LOAN made to me by Bradley R. Paulson and Marjorie A. Paulson, hereinafter referred to as Paulson(s) this 23rd day of August 2007 in the principal amount of three hundred seventy thousand forty-eight dollars and seventy one cents, to repay this principal sum plus any and all expenses, costs, interest, fees, etc. that are incurred and levied against the Paulsons "EquityLine with FlexAbility" account by Wells Fargo Bank resulting directly to a draw on said account made this date by the Paulsons for the benefit of Wallin in the above stated amount and paid by cashiers check serial #: 0689401519 payable to First American Title. This loan made to Wallin and payment by cashiers check to First American Title was made by the Paulsons to pay in full for the purchase of that real estate covered by the attached PROMISSORY NOTE AND DEED OF TRUST and shall be repaid as follows:

Within 3 days of Paulsons receiving their monthly payment request from Wells Fargo Bank Paulsons will forward a copy of said statement to Wallin for her review and payment. Within 3 days of receipt, Wallin shall cause to be transferred to Paulsons Whidbey Island Bank Account an amount equal to the payment due. This shall continue until such time that Wallin has paid in full the amount of the Promissory Note plus any and all expenses, costs, interest, fees, etc. incurred as a result of this loan. Within 3 days of Wallin receiving her share of the proceeds from the sale of the Jensen Traylor Park now under contract with closing expected to be on or before November 30, 2007 Wallin shall pay to Paulson the entire outstanding balance of the Promissory Note together with all expenses, costs, unpaid interest, fees, etc. incurred by the Paulsons as a result of this loan.

Upon receipt of payment in full and satisfaction of this Promissory Note Paulsons shall file the documents necessary to extinguish any and all claims against the real estate covered by this Promissory Note and Deed of Trust.

Virginia M. Wallin 8/24/07
Virginia M. Wallin Date

Bradley R. Paulson 8/24/07
Bradley R. Paulson Date

Marjorie A. Paulson 8/24/07
Marjorie A. Paulson Date

EXHIBIT "B"



8/28/2007 Page 5 of 5 9:37AM

Handwritten initials: vme, BRP, met