

When recorded return to:

Brian Jay Malecek  
995 Waiele Road, Unit 5  
Kaneohe, HI 96744



200711290070

Skagit County Auditor

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Filed for Record at Request of  
Land Title Company of Skagit  
Escrow Number: 127899-OSE

Grantor: Richard Paul La Rouché and Christine Rabe  
Beneficiary: Brian Jay Malecek  
LAND TITLE OF SKAGIT COUNTY

## DEED OF TRUST

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

THIS DEED OF TRUST, made this 19th day of November, 2007 between RICHARD PAUL LAROUCHÉ and CHRISTINE RABE, husband and wife, GRANTORS, whose address is 19381 County Line Road, Stanwood, WA 98292, Land Title Company of Skagit, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and BRIAN JAY MALECEK, husband of LUDMYLA SOLYAR, BENEFICIARY, whose address is 995 Waiele Road, Unit 5, Kaneohe, HI 96744.

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

Abbreviated Legal: Ptn E 1/2 SW 1/4, 32-33-4 E W.M.

### SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 330432-3-001-0010, P17637, 330432-3-013-0008, P17649, 330432-3-012-0100, P109251

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **TWO HUNDRED THOUSAND AND NO/100 Dollars (\$200,000.00)** with interest, in accordance with the terms of the **LaRouché/Malecek Partnering Agreement, dated February 11, 2007**, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the agreement, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

**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 **upon default of the agreement.**

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 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 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, 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.

Re CE  
Grantor (Initials)

BM  
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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.

9. 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.

10. 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 Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors 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 by this Deed of Trust 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.

12. 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 Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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.

13. 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.

14. In the event of the absence, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)



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LPB 22A-05 (i-l)  
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Dated: November 19, 2007

Richard Paul La Rouche  
Richard Paul La Rouche

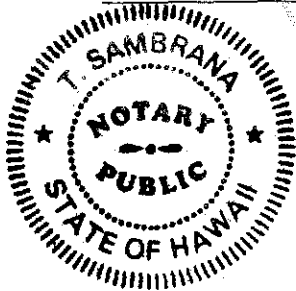
Christine Rabe  
Christine Rabe

State of Hawaii }  
County of Honolulu } SS:

I certify that I know or have satisfactory evidence that **Richard Paul La Rouche and Christine Rabe** the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 26, 2007

T. Sambrana  
T. Sambrana



Notary Public in and for the State of Hawaii  
Residing at: Hawaii  
My appointment expires: **T. SAMBRANA**  
**Commission expires: 10/16/2009**

**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 \_\_\_\_\_, \_\_\_\_\_

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



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## Exhibit "A"

### PARCEL "A":

The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  in Section 32, Township 33 North, Range 4 East, W.M.,

EXCEPT the following described tract:

Beginning at the Southeast corner of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
thence West 20 feet, more or less, to the West line of the County road and the true point of beginning;  
thence North 165 feet;  
thence West 264 feet;  
thence South 165 feet;  
thence East 264 feet, to the true point of beginning,

EXCEPT roads.

Situate in the County of Skagit, State of Washington.

### PARCEL "B":

The West 18 feet of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  in Section 32, Township 33 North, Range 4 East, W.M.,

EXCEPT roads.

Situate in the County of Skagit, State of Washington.

### PARCEL "C":

All that portion of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 32, Township 33 North, Range 4 East, W.M., being more particularly described as follows:

Beginning at the Northeast corner of the West 18 feet of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
thence South  $88^{\circ}54'00''$  East along the North line thereof for a distance of 226.94 feet;  
thence South  $2^{\circ}34'59''$  West parallel with the East line of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  for a distance of 481.58 feet;  
thence North  $89^{\circ}01'47''$  West parallel with the South line of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  for a distance of 176.82 feet to the East line of the West 66 feet of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
thence South  $2^{\circ}19'53''$  West along said East line for a distance of 852.28 feet to the South line of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
thence North  $89^{\circ}01'47''$  West along said South line for a distance of 48.01 feet to the East line of the West 18 feet of said East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;  
thence North  $2^{\circ}19'53''$  East along said East line for a distance of 1,334.31 feet to the point of beginning,

EXCEPT the South 16.5 feet thereof, as conveyed to Skagit County for road purposes by deed dated March 7, 1912, and recorded March 18, 1912, in Volume 88 of Deeds, page 264, under Auditor's File No. 90410, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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