



200712260026  
Skagit County Auditor

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BEN ZOMOK  
606 JOHN LINER RD  
SEDRO WOOLLEY WA 98284

GRANTOR BARBARA M. DINNEEN  
BENEFICIARY BEN M. ZOMOK  
TRUSTEE ALAN BUTTERFIELD  
LEGAL DESCRIPTION LOT PTN LOT 6 LIVERMORE'S HAMILTON ACREAGE VOL 3 PAGE  
87  
TAX PARCEL NO 3947-000-006-0301 P67272

DEED OF TRUST

THIS DEED OF TRUST, made this 21 day of DECEMBER, 2007 between  
BARBARA M. DINNEEN. A SINGLE WOMAN  
GRANTOR, whose address IS 7695 MEDFORD RD SEDRO WOOLLEY WA 98284 and  
ALAN BUTTERFIELD  
TRUSTEE, whose address is 404 91<sup>ST</sup> AVE NE EVERETT WA 98205, and  
BEN ZOMOK, A SINGLE MAN  
BENEFICIARY, whose address is 606 JOHN LINER RD SEDRO WOOLLEY WA 98284

WITNESSETH:

GRANTOR hereby bargains, sells, and conveys to TRUSTEE in trust, with  
power of sale, the following described real property situated in the  
COUNTY OF SKAGIT, STATE OF WASHINGTON:

THAT PTN LOT 6, LIVERMORE'S HAMILTON ACREAGE, ACCORDING TO THE PLAT  
THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 87, RECORDS OF SKAGIT COUNTY  
WASHINGTON DAF: BEG AT THE SW COR SD LOT, TH N ALONG COUNTY RD 68 FT; TH  
EAST 151 FEET; TH S 68 FT TO THE S LINE SD LOT; TH W ALONG S LINE SD LOT  
TPOB.

(INCLUDED MOBILE HOME AS TITLE ELIMINATED 1999 GOLDENWEST OAKWOOD SN:  
GWOR23N22609)

which property is not used primarily for agricultural Purposes (real property is used for agricultural purposes if it is used in an operation that produced crops, livestock or aquatic goods), and 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 purposes of securing performance of each agreement of GRANTOR herein contained, and payment of the sum of \$7300.00 (SEVEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS), with interest, in accordance with the terms of a promissory note of even date herewith, 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 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 delinquency all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, encumbrances impairing the security of this Deed of Trust.
- (3) To keep all buildings now or hereafter erected on the property 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 Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as 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 to insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- (4) To defend any action or proceedings 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 fees in a reasonable amount, in any such action or proceeding, and in any suit brought by BENEFICIARY to foreclose this DEED OF TRUST.



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(5) To pay all costs and expenses in connection with this DEED OF TRUST, including 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 by 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 proceedings, the entire amount of such 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 any 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 upon written request of the GRANTOR and the BENEFICIARY, or upon satisfaction of the obligation secured and written request for reconveyance made by BENEFICIARY to the person entitled thereto.

(4) Upon default of GRANTOR in the payment of any indebtedness hereby secured or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of 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 such sale as follows: (a) to expense of the sale, including a reasonable TRUSTEE'S FEES and attorney fee; (b) to the obligation secured by this DEED OF TRUST; (c) 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, TRUSTEE'S deed shall recite the facts showing that the sale was conducted in compliance with all requirements of the law and of this DEED OF TRUST, which recital shall be prima facie evidence of such compliance and conclusive thereof in favor of bona fide purchaser and encumbrances for value.



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(6) The power of sale conferred in this DEED OF TRUST 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 beneficiary may also replace the 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 in which GRANTOR, TRUSTEE OR BENEFICIARY shall be a party unless such action or proceeding is bought 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 BENEFICIARY herein.

*Barbara M. Dinneen*  
BARBARA M. DINNEEN

STATE OF WASHINGTON )  
 ) .SS  
COUNTY OF SNOHOMISH )

ON THIS DATE personally appeared before me BARBARA M. DINNEEN, personally known by me to be the person described in the above and foregoing instrument and she acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

*DFC*, 2007.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 24 DAY OF

*Alan Butterfield*  
ALAN BUTTERFIELD  
Notary Public in and for the  
State of Washington residing  
at LK STEVENS.  
Com Exp: 6-1-09.



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REQUEST FOR FULL RECONVEYANCE OF DEED OF TRUST

TO: TRUSTEE

The undersigned is the legal holder of the note and all other indebtedness secured by the within deed of trust dated. 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 you under the said Deed of Trust, to cancel the note above mentioned, and all other evidence of indebtedness secured by said deed of trust delivered herewith to you, together with said deed of trust, and to reconvey, without warranty, to the parties designated in said Deed of Trust, all the estate now held by you thereunder.

DATED \_\_\_\_\_

\_\_\_\_\_



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