



200802220021

Skagit County Auditor

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5 10:01AM

Recording Requested by And
When Recorded Mail To:
Bradley S. Wolf
600 First Avenue, Suite 600
Seattle, WA 98104

Document Title	DEED OF TRUST
Reference Nos. of Documents Assigned or released	NONE
Grantor:	Reinard, Ronald E.
Grantee:	Wolf, Bradley S.
Trustee:	First American Title Insurance Company
Legal Description (abbreviated):	LTS 1-7 ET. AL. BL 20 TOWN MCMURRAY
-OR-	Full legal description on page A-1.
Assessor's Tax Parcel ID#	4145-020-007-0009

DEED OF TRUST
(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 19th day of February, 2008, between Ronald E. Reinard, a single man, Grantor, whose address is 22920 Front St., Mount Vernon, WA 98274, FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is 2121 Fourth Avenue, Seattle, Washington 98121, and Bradley S. Wolf, Attorney at Law, Beneficiary, whose address is 600 First Avenue Suite 600, Seattle, WA 98104.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, **with power of sale**, the real property described on Page A-1 attached hereto, in King County, Washington.

which real property is not used principally for agricultural purposes, together with all 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 costs and attorney's fees and interest due under an attorney-client fee agreement of even date herewith.

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 the property continuously insured by an insurer approved by the Beneficiary, which approval shall not be unreasonably withheld, against fire, theft and other hazards which may be reasonably designated at any time by Beneficiary at Grantor's sole expense, in an amount equal to the full insurable value thereof, with such form of loss payable clause as designated by and in favor of the Beneficiary. Such policies of insurance shall provide that coverage shall not lapse without the insurer giving Beneficiary thirty (30) days' prior written notice. In the event of loss, Beneficiary shall have full power to collect any and all insurance upon the property and apply the proceeds on the indebtedness; provided, however, that, so long as Grantor is not in default hereunder and Grantor restores, reconditions or replaces the property, Beneficiary shall release the insurance proceeds to pay for such restoration and replacement, subject to the lien thereof. The Beneficiary shall have no liability for any loss that may occur by reason of omission or lack of coverage of any such insurance.
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 default 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 any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof 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 or its authorized agent 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; (a) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto. Beneficiary shall have all other rights and remedies for Grantor's default as are available under any statute or at law or in equity generally, and the delineation of certain remedies in this Deed of Trust shall not be deemed a limitation on Beneficiary's rights or remedies.
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 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 bonafide purchasers and encumbrances 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 or disability or resignation of Trustee, or if Beneficiary wishes to replace Trustee, Beneficiary shall 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 in 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, successors and assigns. The term "beneficiary" shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

9. Grantor agrees not to do any of the following without first receiving Beneficiary's express written consent:

(a) Grantor agrees not to sell, convey, assign, encumber, master lease or otherwise transfer or encumber the property, any part of the property or any of Grantor's interest in the property; and

A breach of any of these covenants shall constitute a default under the Note and this Deed of Trust. In the event that any such default occurs, the outstanding balance of the Note and all other sums then due to Beneficiary by Grantor under this Deed of Trust may, at Beneficiary's option, be declared immediately due and payable.

10. Any notices to be given to one party by the other hereunder shall be sufficient if personally delivered or mailed, by certified mail, return receipt requested, postage prepaid, to the addressee at the address stated in this Deed of Trust, or to such other address as that party has requested in writing to the other that such notices be sent. Any time period provided for the giving of any notice hereunder shall commence upon the date such notice is personally delivered or so deposited in the mail, as officially recorded on the certified mail receipt. The Grantor requests that a copy of any notice of default or notice of sale hereunder be mailed to it at its address stated in this Deed of Trust.

11. Time is of the essence hereof in connection with all of the obligations and performance of the Grantor herein and in the Note.

12. This Deed of Trust may be amended, modified, changed, or varied only by a written agreement signed by both Grantor and Beneficiary. This Deed of Trust contains the entire agreement of the parties with respect to the subject matter hereof, and there are no agreements which modify or amend any of the terms contained herein.

13. Grantor promises to pay all costs, expenses and attorneys' fees incurred by Beneficiary in the exercise of any remedy, whether or not a lawsuit is filed, in any proceeding for the collection of the obligations secured hereby, in any trustee's sale or foreclosure, or the realization upon any collateral, in protecting or sustaining the lien or priority of the security interest created hereby, or in any litigation or controversy arising from or connected with this Deed of Trust or any of the loan documents, including, without limitation, any probate, bankruptcy, receivership, injunction, arbitration, mediation, or other litigation, or any appeal from or petition for review of any of the foregoing. All such attorneys' fees, costs and expenses shall bear interest at the default rate as stated in the Promissory Note which this Deed of Trust secures from the date incurred until paid to Beneficiary, and payment shall be secured hereby.



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EXHIBIT A-1

Legal Description of Property

Lots J through 7, and the Northeasterly half of the English Railroad Right-of-Way on, over and across Lots 11 through 14 and Lots 22 and 23, all in Block 20, town of McMurray, according to the plat thereof filed in the office of the Auditor of Skagit County, Washington in Volume II of Plats, page 107.

Tax Account No.: 4145-020-007-0009

Address: 22920 Front St., Mount Vernon, WA 98274

Exhibit A-1



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