

WHEN RECORDED RETURN TO:



200804010002

Skagit County Auditor

Name: Stephen C. Schutt
Address: P.O. Box 1032
City, State, Zip: Anacortes, WA 98221

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Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this _____ day of _____, 2008, between

Scott B. Baumann and Caroline C. Baumann, husband and wife, GRANTOR,
whose address is 4122 "R" Avenue, Anacortes, WA 98221

Stephen C. Schutt as Trustee whose address is P.O. Box 1032, Anacortes, WA 98221

William J. Baumann and Cynthia M. Baumann, husband and wife, BENEFICIARY,

whose address is 519 "Y" Avenue, Anacortes, WA 98221

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

Lot 21, MOUNTAIN VIEW PARTK according to the plat thereof, recorded in Volume 7 of Plats, page 77, records of Skagit County, Washington.

Situated in Skagit County, Washington.

This obligation is subordinate to Deed of Trust Auditor's File No.

- 1. 200610270135
- 2. 200803070044

Tax Account Number: 3805-000-021-0006 P57979

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 (\$ 41,000.00)

Forty One Thousand and 00/100 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 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.

