

Filed for record at the request of:
BARBARA A. ISENHOUR
Isenhour Bleck, P.L.L.C.
1200 Fifth Avenue, Suite 2020
Seattle, WA 98101



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INFORMATION FOR RECORDER:

DOCUMENT TITLE: DEED OF TRUST

REFERENCE NUMBERS: NOT APPLICABLE

GRANTORS: FOSTER, ALFRED M. AND EVA A.

GRANTEE: FOSTER, JAMES B. & CARLA S.; FOSTER, JEAN W.; DOHERTY, CHERYL M.;
MILLER, MINDY & JEFF

BRIEF LEGAL DESCRIPTION: WIDNOR DRIVE, PRTN LOT 32 & ALL LOT 33, SKAGIT CO,
WA

TAX PARCEL NUMBER: 3771-000-033-0002

PROPERTY ADDRESS: 301 WIDNOR DR., MT. VERNON, WA 98274, SKAGIT COUNTY

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of April, 2008, between EVA A. FOSTER and ALFRED M. FOSTER, SR., as Grantors; Chicago Title Company as Trustee, and JAMES B. & CARLA S. FOSTER, JEAN W. FOSTER, CHERYL M. DOHERTY and MINDY & JEFF MILLER as the Beneficiaries.

1. Grant. Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, all of Grantor's interest in the following described real property located in Island County, Washington:

See Exhibit A attached, records of Skagit County, Washington.

2. Obligations Secured. This deed of trust is given for the purpose of securing payment of the initial sum of Forty Six Thousand Four Hundred Dollars and No Cents (\$46,400.00), (the "Loan"), and subsequent advances payable to the Beneficiaries James B. & Carla Foster, Jean W. Foster, Cheryl M. Doherty, Jeff & Mindy Miller

("Beneficiary") pursuant to a Promissory Note (the "Note") executed by the Grantors in favor of Beneficiary.

3. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

3.2. 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.

3.3. To keep all buildings now or hereafter 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. In the event of foreclosure and subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4. 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 proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5. 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.

3.6. Should Grantor 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 shall be added to and become a part of the debt secured by this Deed of Trust.

3.7. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of any property granted as security under this Deed of Trust or eminent domain proceedings resulting in condemnation of such property or any part thereof, all available insurance or condemnation proceeds to which Grantor is entitled shall be applied against the obligations secured hereby.



3.8 The value of any good or service or other contribution of any sort provided by Beneficiary which has the effect of discharging any of the Grantor's duties specified herein shall be added to and become a part of the debt secured by this Deed of Trust.

4. General Conditions. The parties hereto agree that:

4.1. 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.

4.2. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.3. 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 shall sell the trust property, subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, 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 the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, 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; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

4.4. 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 the execution of this Deed of Trust and such as Grantor 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 a bona fide purchaser for value.

4.5. 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.

4.6. Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers of the original Trustee.

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4.7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

Eva A. Foster

Eva A. Foster
(Signature)

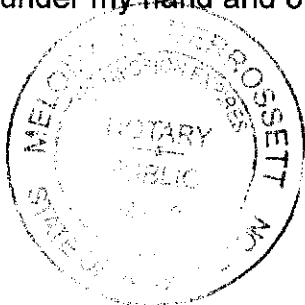
Alfred M. Foster, Sr.

Alfred M. Foster Sr.
(Signature)

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Eva A. Foster and Alfred M. Foster, Sr., and acknowledged that they executed this document as their free and voluntary act and deed for the uses and purposes stated therein.

GIVEN under my hand and official seal this 1st day of April 2008.



Melody K. Denossett
Notary Public in and for the
State of Washington, residing at
Burlington
Commission Expires: 10/29/2009



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REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid and performed under this Deed of Trust

TO: TRUSTEE

The undersigned is the party entitled to the performance and payment under the Obligations which are secured by this Deed of Trust. The obligations thus secured have 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 all evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with 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 hereunder.

Dated: _____, 20__



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"Exhibit A"

Parcel "A":

Lot 33, "Widnor Drive", as per plat recorded in Volume 9 of Plats, page 104, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County, of Skagit, State of Washington.

Parcel "B":

The North 1/2 of Lot 32, "Widnor Dr", as per plat recorded in Volume 9 of Plats, page 104, records of Skagit County, Washington.

Also known as Parcel "A" of Short Plat No. MV-20-76, approved June 10, 1976.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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