



200804300114  
Skagit County Auditor

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WHEN RECORDED RETURN TO:

Errol Hanson Funding, Inc.  
PO Box 508  
Sedro-Woolley, WA 98284

Grantor. Tronsdal, Howard S.  
Grantee. Errol Hanson Funding, Inc  
Abbrev. Leg. Ptn of NE 1/4 and Govt Lots 1 and 5, Sec. 31, T33N, R4E, WM, and  
Ptn of SW 1/4 of NW 1/4, Sec. 32, T33N, R4E, WM, and  
Tax Account Nos. 330431-1-004-0004/P17557, 330432-2-010-0200/P107977,  
330431-0-002-0107/P17529, 330431-1-002-0105/P17555, 330431-0-008-0002/P17535,  
330431-0-004-0004/P17557, 330432-2-010-0200/P107977

**Deed of Trust**

THIS DEED OF TRUST, made this 30 day of APRIL, 2008, between  
HOWARD S. TRONSDAL, as his separate estate GRANTOR, P.O. Box 642, Conway,  
WA 98238,

Land Title Company of Skagit County, TRUSTEE, whose address is 112 George Hopper  
Road, P.O. Box 445, Burlington, WA 98233, and

ERROL HANSON FUNDING, INC., a Washington corporation, BENEFICIARY, whose  
address is P.O. Box 508, Sedro Woolley, WA 98284.

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

For Legal Description see Exhibit A, attached hereto and incorporated  
herein by this reference.

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 One Hundred Forty-Four Thousand Dollars  
(\$144,000.00) in accordance with the terms of a promissory note of even date herewith,  
payable to Beneficiary or order, and made by Tronsdal Air, LLC, and Howard C.

Tronsdal and DeAnne M. Tronsdal, husband and wife, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to the above named borrowers, 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.
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 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 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 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; (3) 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 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.
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, 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 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.

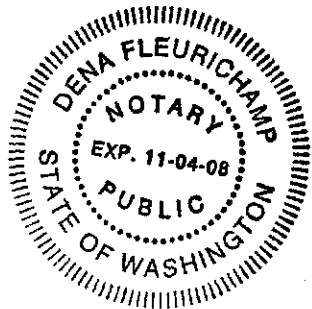
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

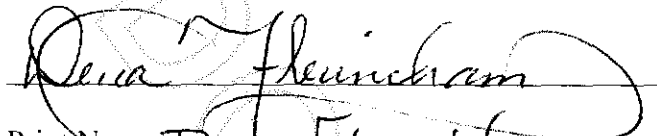
  
HOWARD S. TRONSDAL


STATE OF WASHINGTON )  
: ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me HOWARD S. TRONSDAL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of April, 2008.



  
Print Name Dena Fleurichamp  
NOTARY PUBLIC in and for the State of  
Washington, residing at Sedro Woolley  
My commission expires: 11/4/2008

  
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**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 re-convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**  
**Description**

**PARCEL "A"**

That portion of Government Lot 1, Section 31, Township 33 North, Range 4 East, W.M., and that portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 31, Township 33 North, Range 4 East, W.M.;  
thence North  $88^{\circ}15'45''$  West along the North line of said subdivision, a distance of 1,069.81 feet;  
thence South  $8^{\circ}52'21''$  West a distance of 658.61 feet;  
thence South  $47^{\circ}52'36''$  West a distance of 115.10 feet to the true point of beginning;  
thence continue South  $47^{\circ}52'36''$  West to the North right of way line of County road known as the Milltown Road;  
thence in a Westerly direction along said right of way line to the intersection with the Easterly right of way of Pacific Highway;  
thence Northerly along said East right of way line to a point which bears North  $88^{\circ}15'45''$  West from the true point of beginning;  
thence South  $88^{\circ}15'45''$  East parallel with the North line of the Northeast  $\frac{1}{4}$  of said Section 31 to the true point of beginning,

EXCEPT that portion of Government Lot 1, Section 31, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of Pacific Highway with the North line of the County road along the South line of said Government Lot 1;  
thence North along said East line of Pacific Highway 200 feet;  
thence East parallel with said County road along the South line of said Government Lot 1, 200 feet;  
thence Southwesterly to a point 200 feet East of the true point of beginning;  
thence West to the true point of beginning,

ALSO EXCEPT that portion of Government Lot 1 conveyed to Dike District No. 16, recorded October 14, 1929, under Auditor's File No. 227612.

Situate in the County of Skagit, State of Washington.



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**Exhibit A, continued:**

**PARCEL "B":**

Government Lot 5, Section 31, Township 33 North, Range 4 East, W.M., EXCEPT a tract conveyed to Milltown Trading Company, a co-partnership, by Deed recorded November 17, 1902, in Volume 48 of Deeds, page 197, records of Skagit County, Washington, more particularly described as follows:

Beginning at a point on the South line of a certain logging ditch South of the present County road at a point where the same intersects the East boundary line of the Seattle and Montana Railway near the North line of Government Lot 5, Section 31, Township 33 North, Range 4 East, W.M., in Skagit County, Washington; thence run East along the South line of said ditch 210 feet; thence in a Southwesterly direction parallel with the East boundary line of the aforesaid railway right of way 228 feet; thence West 210 feet; thence Northeasterly to the point of beginning.

ALSO EXCEPTING Great Northern Railway right of way (formerly Seattle and Montana Railway), as conveyed by Deed recorded August 27, 1890, in Volume 13 of Deeds, page 125,

ALSO EXCEPTING County roads as conveyed by Deeds recorded October 9, 1906, and March 16, 1936, under Auditor's File Nos. 59097 and 249431,

ALSO EXCEPT that portion conveyed to Dike District No. 16 by Deed recorded October 11, 1929, under Auditor's File N. 227599 and condemned in SC 4276.

Situate in the County of Skagit, State of Washington.



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**Exhibit A, continued:**

**Parcel C**

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 33 North, Range 4 East, W.M., EXCEPT dike right of way, and EXCEPT Starbird Road.

Situate in Skagit County, Washington.

**Parcel D**

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32;

thence South  $2^{\circ}06'18''$  West 30.00 feet along the West line of said subdivision to the South right of way margin of the Milltown Road (also known as the Starbird-Rosenborough Road) and being the true point of beginning;

thence South  $88^{\circ}52'21''$  East 118.00 feet along said South right of way margin of the Milltown Road, parallel with the North line of said subdivision, to the Northwest corner of that certain tract conveyed to Norwegian Lutheran Evangelical Church of Conway and Fir by Quit Claim Deed recorded under Skagit County Auditor's File No. 210478;

thence South  $2^{\circ}06'18''$  West 416.00 feet along the West line of said Norwegian Lutheran Evangelical Church of Conway and Fir Tract to the Southwest corner thereof;

thence South  $13^{\circ}11'41''$  East 912.55 feet to the South line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;

thence North  $88^{\circ}46'28''$  West 358.82 feet along the South line of said subdivision to the Southwest corner thereof (also being the West  $\frac{1}{4}$  corner of Section 32, Township 33 North, Range 4 East, W.M.);

thence North  $2^{\circ}06'18''$  East 1,299.70 feet along the West line of said subdivision to the true point of beginning,





Exhibit A, continued:

EXCEPT those portions described as follows:

- 1.) Beginning at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Northwest  $\frac{1}{4}$  of Section 32;  
thence South  $2^{\circ}02'58''$  West, along the West line thereof, a distance of 30 feet to the South right of way line of Milltown Road (also known as the Starbird-Rosenborough Road);  
thence South  $88^{\circ}52'34''$  East, along said South line, a distance of 118.01 feet to the true point of beginning, said point being the Northwest corner of that certain parcel as described under Auditor's File No. 210478;  
thence South  $2^{\circ}02'58''$  West, a distance of 416.00 feet to the Southwest corner of said parcel;  
thence North  $88^{\circ}52'34''$  West, parallel with the North line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 32, a distance of 30.24 feet, more or less, to intersect an existing fenceline extended South;  
thence North along said fenceline and fenceline extension, a distance of 416.4 feet, more or less, to the South right of way line of Milltown Road;  
thence South  $88^{\circ}52'34''$  East, along said line, a distance of 18.33 feet, more or less, to the true point of beginning.
- 2.) Beginning at the Northwest corner of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32;  
thence South  $2^{\circ}06'18''$  West 30.00 feet along the West line of said subdivision to the South right of way margin of the Milltown Road (also known as the Starbird-Rosenborough Road);  
thence South  $88^{\circ}52'21''$  East a distance of 118.00 feet along the South right of way margin of the Milltown Road to the Northwest corner of that certain tract conveyed to Norwegian Lutheran Evangelical Church of Conway and Fir by Quit Claim Deed recorded under Skagit County Auditor's File No. 210478;  
thence South  $2^{\circ}06'18''$  West 416.00 feet along the West line of said Norwegian Lutheran Evangelical Church of Conway and Fir Tract to the Southwest corner thereof and the true point of beginning;  
thence South  $13^{\circ}11'41''$  East 912.55 feet to the South line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;  
thence North  $88^{\circ}46'28''$  West, along the South line of said subdivision, to a point which is South  $2^{\circ}06'18''$  West of the true point of beginning;  
thence North  $2^{\circ}06'18''$  East to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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