

AFTER RECORDING RETURN TO:

Lohink, L.L.C.
1016 South 3rd St.
Mount Vernon, WA 98273

LAND TITLE OF SKAGIT COUNTY

M-17668



200810160004

Skagit County Auditor

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DEED OF TRUST

THIS **DEED OF TRUST**, made this 28th day of November, 2007, by and between **Gary & Gail Lohman**, Grantor, whose mailing address is 8795 District Line Road, Burlington, WA. 98233; **FIRST AMERICAN TITLE COMPANY**, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; and **Lohink, L.L.C.** Beneficiary, whose mailing address is 1016 South 3rd St., Mount Vernon, WA. 98273 *WITNESSETH*: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): P27819

Sec. 25, Twp. 34N, Rge 4 , ptn. Ne ¼ aka ptn. Tr. 9 Upland

Subject to restrictions, encumbrances, easements and conditions of record.

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 Twelve Thousand Five Hundred Dollars & No/100 (\$12,500.00) 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(s) covenant and agree:

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, on 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.



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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 his 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, resignation or election of Beneficiary to re-appoint 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 against the Beneficiary or Grantor.
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.

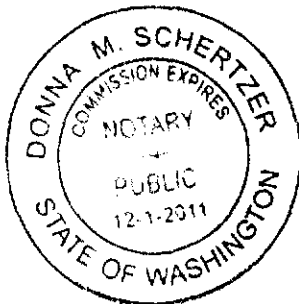
Gary Lohman
Gary Lohman

Gail Lohman
Gail Lohman

STATE OF WASHINGTON)
COUNTY OF Skagit) SS.

I certify that I know or have satisfactory evidence that Gary & Gail Lohman, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me by Gary & Gail Lohman, on this 14 day of October, 2008.



Donna M. Schertzer
NOTARY PUBLIC
State of Washington
My commission expires: 12-01-2011

When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273



200605190042
Skagit County Auditor

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Grantor: Robert J. Schmitt & Cheryl L. Schmitt, h/w

Grantees: Gary Lohman & Gail Lohman, h/w

Legal Description: ptn NE ¼ NE ¼ S-25 T34N R-4EWM

Assessor's Property Tax Parcel or Account Nos.: 27811; 27819

Reference Nos of Documents Assigned or Released: N/A

Conveyance: Quitclaim Deed

2399
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 19 2006

Amount Paid
By Skagit Co. Treasurer
Deputy

QUIT CLAIM DEED

Re-Recorded to Correct Legal Description in A.F.No.200604030170

THIS INDENTURE, made this 16th day of May, 2006, between Robert J. Schmitt & Cheryl L. Schmitt, h/w, Grantor, and Gary Lohman & Gail Lohman, h/w, Grantee.

For and in consideration of boundary line adjustment, and for no monetary consideration, grantor does hereby QUIT CLAIM to the grantee all of their interest in the following real property lying and being in the county of Skagit and State of Washington, and described as follows, to wit:

That portion of Tract 10 of that certain survey entitled "THE UPLANDS", filed December 14, 1982 under Auditor's File No.8212140010 in Volume 4 of Surveys, page 56 through 61, inclusive, corrected by Affidavit recorded under Auditor's File No.8212290015, records of Skagit County, Washington, described as follows:

Beginning at the southwest corner of said Tract 10; thence North along the west line of said Tract 10, a distance of 1047.42 feet; thence S 28°58'53" E, a distance of 1017.50 feet to the south line of said Tract 10; thence S 72°18'04" W along the south line of said Tract 10, a distance of 517.50 feet to the point of beginning of this description.

This conveyance is not for the purposes of creating an additional building lot. The property herein conveyed shall be combined with contiguous property owned by Grantee and described as follows:



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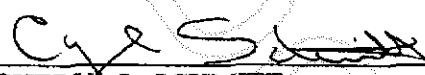
Tract 9 of that certain survey entitled "THE UPLANDS", filed December 14, 1982 under Auditor's File No.8212140010 in Volume 4 of Surveys, page 56 through 61, inclusive, corrected by Affidavit recorded under Auditor's File No.8212290015, records of Skagit County, Washington

EXCEPT the portion thereof described as follows:

Commencing at the southeast corner of said Tract 9; thence North along the east line of said Tract 9, a distance of 1047.42 feet to the point of beginning of this description; thence N 54°19'41" W, a distance of 322.20 feet; thence N 69°06'43" W, a distance of 57.21 feet; thence N 78°16'08" W, a distance of 35.10 feet; thence S 00°00'00" W, a distance of 150.70 feet; thence S 46°54'09" E, a distance of 141.94 feet; thence S 68°02'06" W, a distance of 69.20 feet; thence S 00°00'00" W, a distance of 139.85 feet; thence S 68°02'06" W, a distance of 192.99 feet to a point on a non-tangent curve to left having a radial bearing of S 44°47'47" W and a radius of 45.00 feet; thence southerly, southwesterly, westerly and northwesterly along said curve through a central angle of 225°12'13" and an arc distance of 176.87 feet to the west line of said Tract 9; thence N 00°00'00" E along said west line a distance of 685.41 feet to the northwest corner of said Tract 9; thence S 77°06'17" E along the north line of said Tract 9, a distance of 94.82 feet to an angle point in said north line; thence N 79°03'41" E along said north line, a distance of 482.11 feet to the northeast corner of said Tract 9; thence S 00°00'00" E along the east line of said Tract 9, a distance of 453.63 feet to the point of beginning of this description.

DATED: May 16th, 2006.


ROBERT J. SCHMITT

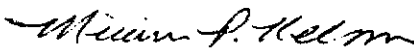

CHERYLL L. SCHMITT

STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Robert J. Schmitt, to me known to be one of the individuals 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 16th day of May, 2006.





NOTARY PUBLIC in and for the State of Washington, residing at
Skagit County.

My commission expires: 07/07/08

Name: Miriam P. Kellogg

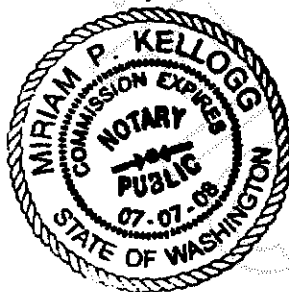


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STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Cheryl L. Schmitt, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of May, 2006.



Miriam P. Kellogg

NOTARY PUBLIC in and for the State of Washington, residing at

Skagit County

My commission expires: 07/07/08

Name: Miriam P. Kellogg



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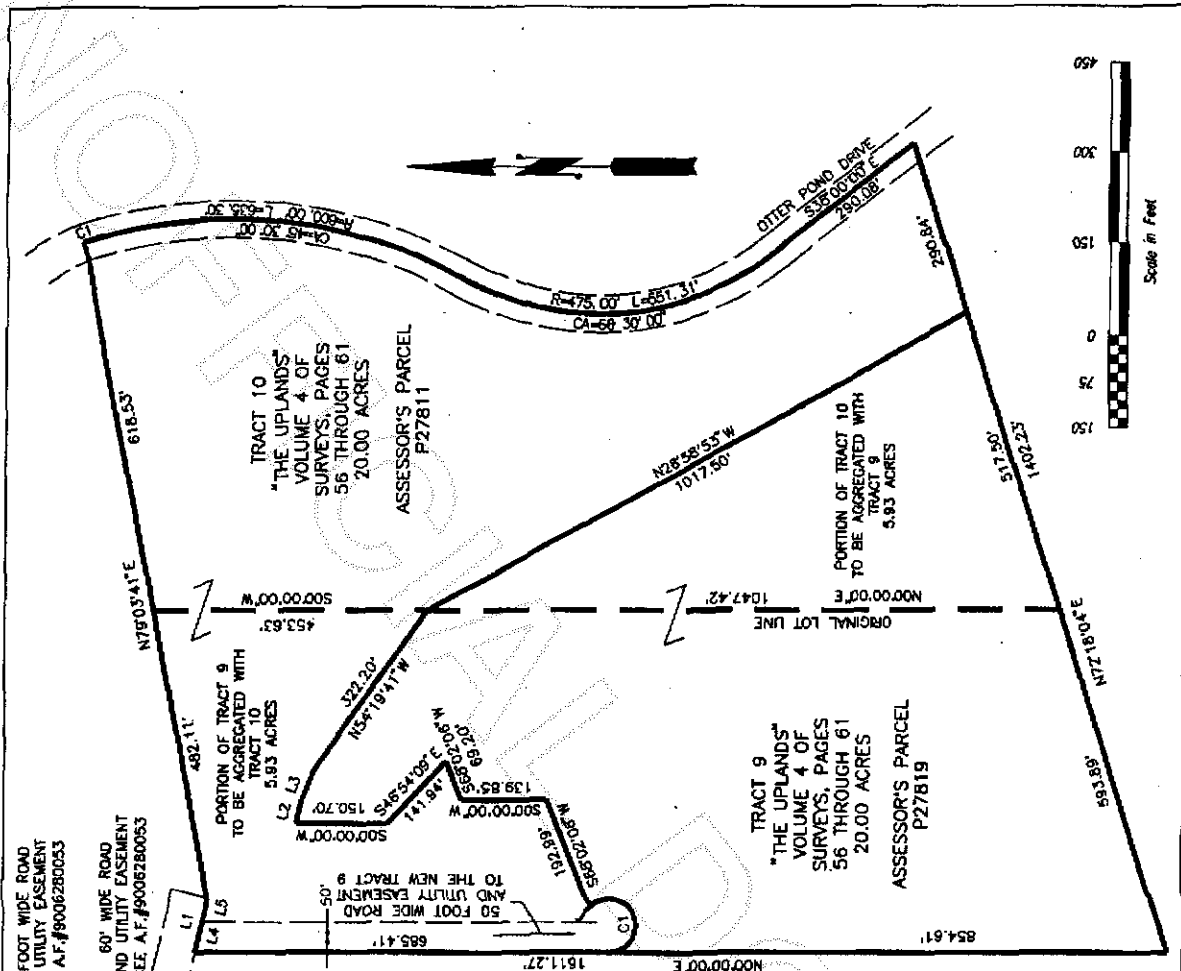
Skagit County Auditor

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REVISED
BOUNDARY LINE ADJUSTMENT
EXHIBIT MAP

for Curtis Dougherty

in
THE NORTHEAST QUARTER OF
SECTION 25, TOWNSHIP 34 NORTH,
RANGE 4 EAST, W.M.
TRACTS 9 & 10 "THE UPLANDS"

BOUNDARY LINE ADJUSTMENT

Reviewed and approved in
accordance with S.C. Code
Chapter 14.18

Shore Roeder
SKAGIT COUNTY PLANNING &
DEVELOPMENT SERVICES

Date: *3/12/2006*

LINE	TABLE	BEARING	DISTANCE
L1	57708°17'E	94.82'	
L2	N78°18'08"W	35.10'	
L3	N68°06'43"W	37.21'	
L4	S77°08'17'E	51.28'	
L5	S77°08'17'E	43.53'	

CURVE	RADIUS	DELTA	LENGTH
C1	45.00'	225°12'13"	176.87'

Skagit
Surveyors & Engineers

806 Metcalf Street Sedro-Woolley, WA 98284
(360) 855-2121 Fax (360) 855-1420



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Skagit County Auditor