

FILED FOR RECORD AT REQUEST OF  
AND RETURN ORIGINAL TO:



200810200150  
Skagit County Auditor

10/20/2008 Page 1 of 7 3:35PM

*Keith A. Bode*

Attorney at Law  
P.O. Box 688  
Lynden, WA 98264-0688  
TEL: 360-354-5021

GRANTOR:

1. DOUGLAS, ROBERT JOHN

GRANTEES:

1. CROWE, LORRENE
2. CROWE, GEOFFREY
3. COOPER, SHELLEY
4. COOPER, DARRYL

CHICAGO TITLE CO.  
1C44831/AE12713

LEGAL DESCRIPTION:

Abbreviated: Lot 16 *Bel-Air Manor First Addition, Mount Vernon, WA*  
Full legal is found on page 2

ASSESSOR'S PARCEL NUMBER:

1. P52320/3705-000-016-0004

## Deed of Trust

**This Deed of Trust**, is made this 17<sup>TH</sup> day of October, 2008, by ROBERT JOHN DOUGLAS, an unmarried individual not a member of any registered domestic partnership, Grantor, whose address is 5217 Hobson Road, Burlington, Washington 98233, to CHICAGO TITLE COMPANY, INC., 425 Commercial Street, Mt. Vernon, Washington 98273, for the benefit of Beneficiaries LORRENE CROWE and GEOFFREY CROWE, wife and husband, and SHELLEY COOPER, a married woman whose husband is DARRYL COOPER, as Joint Tenants with right of survivorship as to an undivided 93.1319%, and SHELLEY COOPER and DARRYL COOPER, wife and husband, as Joint Tenants with right of survivorship as to an undivided 6.8681%, whose collective address is 17111 104A Avenue, Surrey, British Columbia, Canada V4N 4W5, as follows:

### Part I.

#### Grant to Trustee

1.1 **CONVEYANCE.** Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, that residential real property situated at 1925 East Bel Air Drive, Mount

**Deed of Trust, Page No. 2 of 7**  
**DOUGLAS to CROWE/COOPER**

Vernon, Washington 98273 carried as Skagit County Parcel No. P52320/3705-000-016-0004, hereinafter referred to as the "Property", 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, legally described as follows:

Lot 16, *Bel-Air Manor First Addition*, Mount Vernon, Washington, according to the Plat recorded in Volume 7 of Plats, Page 60, records of Skagit County, Washington;

SUBJECT TO electric transmission and/or distribution line easement to Puget Sound Power and Light Company, as provided by instrument recorded September 7, 1972, under Skagit County Auditor's File No. 773672;

ALSO SUBJECT TO underground telephone and telegraph line easement to Washington Telephone Company, as provided by instrument recorded August 4, 1972, under Skagit County Auditor's File No. 772108;

ALSO SUBJECT TO covenants, conditions, restrictions, and easements contained in declaration(s) of restriction recorded August 12, 1958, under Skagit County Auditor's File No. 568988.

1.2 **PURPOSE.** This Deed of Trust is granted for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Thirty-Six Thousand, Four Hundred (\$36,400.00) Dollars with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiaries, 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 Beneficiaries to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**MATURITY DUE DATE:** The entire balance of the Promissory Note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on or before the second anniversary of the execution hereof, being October 20, 2010.

**Part II.**

**Grantor's Covenants and Agreements**

To protect the security of this Deed of Trust, Grantor covenants and agrees:

2.1 **CONDITION OF PREMISES.** 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.



200810200150

Skagit County Auditor

**2.2 CONDITION OF TITLE.** 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.

At the time of execution this Deed of Trust is a second-lien junior encumbrance to a contemporaneous instrument securing not more than the principal sum of One Hundred, Twenty Thousand Dollars (\$120,000.00) to Puget Sound Investors, or their assigns; at no time shall this Deed of Trust be subordinate to this or any other or prior Deed of Trust, or other encumbrance, securing an aggregate principal balance in excess of \$120,000.00.

**2.3 INSURANCE.** 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 shall 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.

**2.4 LITIGATION EXPENSES.** 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 costs for a title search and for attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

**2.5 NON-LITIGATION EXPENSES.** 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 attorneys' fees actually incurred, as provided by statute.

**2.6 ADVANCEMENTS TO PRESERVE COLLATERAL.** 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 Promissory Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

**Part III.**

**Mutual Agreements**

**IT IS MUTUALLY AGREED THAT:**



200810200150  
Skagit County Auditor

3.1 **EMINENT DOMAIN.** 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.

3.2 **NON-WAIVER PROVISION.** 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.

3.3 **RECONVEYANCE.** 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 or authorization 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, all at the sole cost and expense of the Grantor for any trustee's, recording or document preparation fees or expenses.

3.4 **DEFAULT – ACCELERATION & FORECLOSURE.** Upon default by Grantor, which term shall include:

- Any failure to timely remit any payment required herein or in the Promissory Note secured hereby,
- Any failure in the performance of any agreement contained herein, or
- Any default, meaning any default not timely cured within the time permitted by a Notice of Default, of any nature on the first-lien encumbrance to which this encumbrance is junior

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 (as amended) at public auction to the highest bidder. Any person except Trustee may bid at the 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; and then (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the Clerk of the Superior Court of the county in which said sale takes place.

In the event that Grantor fails to cure all defaults identified in a Notice of Default issued by Beneficiary under RCW 61.24.030(7), Beneficiary shall thereafter be entitled to all rents and profits from the Property and may by written notice addressed to any tenants therein direct the remittance of all rentals directly to Beneficiary.

3.5 **TRUSTEE'S DEED.** 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



200810200150  
Skagit County Auditor

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 purchasers and encumbrancers for value.

**3.6 REMEDIES NONEXCLUSIVE – JUDICIAL FORECLOSURE.** 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.

**3.7 SUCCESSOR TRUSTEES – NOTICES.** 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.

**3.8 BINDING EFFECT.** 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.

**3.9 INTERPRETATIONS.** Paragraph headings are not a part hereof.

**3.10 ACCELERATION UPON TRANSFER.** If all or any part of the property or any interest therein is sold or otherwise transferred by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust immediately due and payable. Beneficiary may exercise such option independent of any other breach or default by Grantor and shall give notice of acceleration in the same manner as a notice of default. Should Grantor fail to pay all sums due within thirty (30) days of mailing of the notice of acceleration, Beneficiary may resort to any remedies available for default.

**3.11 INSURANCE COVERAGE.** The insurance required by Paragraph 2.3 shall be effective upon closing and shall contain a provision requiring at least ten (10) days' written notice to Beneficiary prior to cancellation for nonpayment of premiums.

/  
//  
///  
////

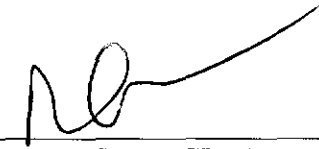


200810200150  
Skagit County Auditor

Deed of Trust, Page No. 6 of 7  
DOUGLAS to CROWE/COOPER

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

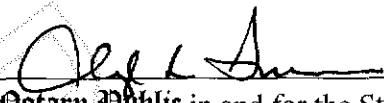
  
\_\_\_\_\_  
ROBERT JOHN DOUGLAS

State of Washington }  
County of ~~Whitman~~ } ss.

I certify that I know or have satisfactory evidence that ROBERT JOHN DOUGLAS is the person who appeared before me, acknowledged to me that he signed this instrument, and acknowledged it to be his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of October, 2008.



  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Wood Veneer  
My commission expires: 5/1/11  
Cheryl L. Trueman

## Authorization for Reconveyance

TO TRUSTEE:

The undersigned is/are the legal owner(s) and holder(s) of the Promissory Note, hereinafter referred to as 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 authorized and directed, on Grantor's 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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.



200810200150  
Skagit County Auditor

**Deed of Trust, Page No. 7 of 7**  
**DOUGLAS to CROWE/COOPER**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Var. Form LPB-22A

K:\2008\REAL08\2844-Deed of Trust.doc



200810200150  
Skagit County Auditor

10/20/2008 Page

7 of

7 3:35PM