

Return Address

Julie E. Dickens
Gordon, Thomas, Honeywell
One Union Square
600 University Street, #2100
Seattle, WA 98101



200811030125
Skagit County Auditor

11/3/2008 Page 1 of 6 1:49PM

Please print or type information.

Document Title(s) (or transactions contained therein):

1. Deed of Trust
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials)

1. Nims, Connie Kay
- 2.
- 3.
- 4.
5. Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials)

1. U.S. Bank National Association, Trustee of the Marion E. Nicholas Revocable Trust U/A dated 4/2/98 amended 9/14/01
2. Chicago Title Ins. Co.
- 3.
- 4.
5. Additional Names on Page _____ of Document.

Legal Description (abbreviated: *i.e.*, lot, block, plat or section, township, range)

PTN, LOT 7, all of lots 8-10, BLOCK 37, FIRST ADDITION TO THE TOWN OF SEDRO

Reference Number(s) of Documents Assigned or Released:

n/a

- Additional Reference Numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

4150-037-010-0000

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When Recorded Return to:

U.S. Bank, Private Client Group
Marion Nicholas Trust
1420 Fifth Ave., Suite 2100
Seattle, Washington, 98101

DEED OF TRUST

Grantor(s): CONNIE KAY NIMS, a single person

Grantee(s): US BANK NATIONAL ASSOCIATION, TRUSTEE OF THE MARION E. NICHOLAS REVOCABLE TRUST U/A dated 4/2/98 amended 9/14/01

Legal Description: PTN, LOT 7, ALL OF LOTS 8-10, BLOCK 37, FIRST ADDITION TO THE TOWN OF SEDRO

Assessor's Property Tax Parcel or Account Number: 4150-037-010-0000

Reference Numbers of Documents Assigned or Released: Not Applicable

THIS DEED OF TRUST, made this ____ day of June, 2008, between, CONNIE KAY NIMS, Grantor, a single person, whose address is P.O. Box 23, Sedro Wooley, WA 98284-0023, and CHICAGO TITLE INSURANCE COMPANY, Trustee, whose address is 1800 Columbia Center, 701 5th Ave., Seattle, WA 98104, and US BANK NATIONAL ASSOCIATION, or its successor or successors, TRUSTEE OF THE MARION E. NICHOLAS REVOCABLE TRUST U/A dated 4/2/98 amended 9/14/01, whose address is U.S. Bank, Private Client Group, Marion Nicholas Trust, 1420 Fifth Ave., Suite 2100, Seattle, Washington, 98101.

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

LOTS 8, 9, 10 AND THE EAST 12 FEET OF LOT 7, BLOCK 37, FIRST ADDITION TO THE TOWN OF SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way 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 THIRTY-FIVE THOUSAND DOLLARS (\$35,000), 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 all other obligations of Grantor specified in said promissory note. This Deed of Trust is to be first in priority to deeds of trust, mortgages or other encumbrances created by Grantor.

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, provided, however, that if the value of the real estate is adequate to protect Beneficiary's security, Grantor may remove the building from the property if consistent with their plan to develop 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 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 thereof 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 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 or Trustee's authorized agent, 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 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 or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place.

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 purchasers and encumbrancers 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 shall 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. If Grantor, without written consent of Beneficiary, conveys, sells, assigns, or transfers the property, except in the event it is conveyed as a result of the death of a Maker hereunder or is for estate planning purposes, or is an encumbrance for financing purposes, Beneficiary may at any time thereafter declare the entire balance due and payable.

Connie Kay Nims

CONNIE KAY NIMS



Individual Acknowledgment

STATE OF WASHINGTON)
)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that **Connie Kay Nims** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3rd day of Sept, 2008.

Cheyl Olson

Notary Public in And For the State of Washington,
residing at 9240 Wooten
Name (printed or typed): Cheyl Olson
My appointment expires: 6-2010



UNRECORDED
ALL DOCUMENTS



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 dully 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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED: _____, 20__.

Mail reconveyance to:

