



200812030055
Skagit County Auditor

12/3/2008 Page 1 of 4 11:36AM

200811140100
Skagit County Auditor

11/14/2008 Page 1 of 3 3:17PM

When recorded return to: Crystal Padgett
5919 Bow Street
Bow, WA 98232

DEED OF TRUST

(For use in the State of Washington only)

Re-record with attached legal

THIS DEED OF TRUST, made this 17 day of September, 2008
Crystal Padgett

between

as GRANTOR(S),
whose address is 5919 Bow Street, Bow, WA 98232

and Keith Padgett

as TRUSTEE,
whose address is 15472 Bow Hill Road, WA 98232

and Dale Padgett

as BENEFICIARY,
whose address is 12844 Markwood Rd. Burlington, WA 98233

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Browns Addition to Bow Lots 6-9
P71277

See attached full legal

Abbreviated Legal: (Required if full legal not inserted above)

Tax Parcel Number(s): 71277

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(s) herein contained, and payment of the sum of
One Hundred Thousand

Dollars (\$ 100,000.00)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) and agree(s):

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(s). 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(s) 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(s) 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(s) 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(s) 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; and (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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 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 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

LPB 22-05(i-l)



200812030055
Skagit County Auditor

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

Crystal R. Padgett
Crystal Padgett

Dale Padgett
Dale Padgett

STATE OF

SS.

COUNTY OF

I certify that I know or have satisfactory evidence that

Crystal Padgett & Dale

Padgett
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: Sept 17, 2008

Helen M Hoelzle
Notary name printed or typed: Helen M Hoelzle
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: 4/02/2012

NOTARY PUBLIC
STATE OF WASHINGTON
HELEN M HOELZLE
COMMISSION EXPIRES 04/02/2012

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

Dated: _____



200812030055
Skagit County Auditor

12/3/2008 Page

3 of

4 11:36AM

BROWNS TO BOW, ACRES 0.48, THE FOLLOWING DESCRIBED PORTION OF PARCEL "A" LYING SOUTHERLY OF LINE "C" SHALL BE RECOMBINED OR REAGGREGATED AS A SINGLE LOT OF RECORD: PARCEL "A": LOTS 6 TO 9, INCLUSIVE, BLOCK 1, "BROWNS ADDITION TO BOW," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF VACATED RIVER DRIVE THAT REVERTED THERETO BY OPERATION OF LAW PURSUANT TO ORDER OF VACATION FILED ON SEPTEMBER 16, 1975, UNDER COMMISSIONERS FILE NO. 13750. EXCEPT THAT PORTION OF VACATED RIVER DRIVE AS DELINEATED ON "BROWNS ADDITION TO BOW," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 IN SAID BROWNS ADDITION TO BOW, ALSO BEING A POINT ON THE EAST LINE OF BOW STREET; THENCE NORTH ALONG SAID EAST LINE OF BOW STREET FOR A DISTANCE OF 8.00 FEET; THENCE SOUTH 82 DEGREES 31' 05" EAST FOR A DISTANCE OF 123.25 FEET; THENCE SOUTH 69 DEGREES 26' 33" EAST FOR A DISTANCE OF 38.32 FEET MORE OR LESS TO THE EASTERLY LINE OF RIVER DRIVE AND THE TRUE POINT OF BEGINNING; THENCE NORTH 27 DEGREES 47' 00" EAST FOR A DISTANCE OF 65.16 FEET ALONG THE EASTERLY LINE OF VACATED RIVER DRIVE; THENCE NORTH 51 DEGREES 51' 56" WEST FOR A DISTANCE OF 11.52 FEET; THENCE SOUTH 18 DEGREES 13' 00" WEST FOR A DISTANCE OF 68.18 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF LOT 9, BLOCK 1, AND THAT PORTION OF VACATED RIVER DRIVE IN "BROWNS ADDITION TO BOW," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 ALSO BEING A POINT ON THE EAST LINE OF BOW STREET; THENCE NORTH ALONG SAID EAST LINE OF BOW STREET FOR A DISTANCE OF 8 FEET; THENCE SOUTH 82 DEGREES 31' 05" EAST FOR A DISTANCE OF 123.25 FEET; THENCE SOUTH 69 DEGREES 26' 33" EAST FOR A DISTANCE OF 38.32 FEET MORE OR LESS TO THE EASTERLY LINE OF RIVER DRIVE; THENCE NORTH 73 DEGREES 42' 00" WEST FOR A DISTANCE OF 40.82 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF VACATED RIVER DRIVE; SAID POINT ALSO BEING THE EAST CORNER COMMON TO LOTS 9 AND 10 OF SAID BROWN'S ADDITION; THENCE WEST ALONG THE COMMON BOUNDARY OF SAID LOTS 9 AND 10 FOR A DISTANCE OF 120.00 TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. LINE "C": BEGIN AT A POINT ON THE NORTHWESTERLY LINE OF LOT 6 IN BLOCK 1 "BROWN'S ADDITION TO BOW", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON, THAT LIES ON A LINE PARALLEL WITH AND 16 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 5 OF SAID BLOCK, WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE AND ITS SOUTHEASTERLY EXTENSION TO A POINT ON THE SOUTHEASTERLY LINE OF VACATED RIVER DRIVE, SAID POINT BEING THE TERMINUS OF THIS LINE DESCRIPTION. ALL OF THE ABOVE TOGETHER WITH THAT PORTION OF LOTS 6 AND 7 "BROWNS ADDITION TO BOW," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON TOGETHER WITH THAT PORTION OF VACATED RIVER DRIVE THAT REVERTED THERETO BY OPERATION OF LAW PURSUANT TO ORDER OF VACATION FILED ON SEPTEMBER 16, 1975, UNDER COMMISSIONERS FILE NO. 13750 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 6 IN BLOCK 1 "BROWN'S ADDITION TO BOW", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 83, RECORDS OF SKAGIT COUNTY, WASHINGTON, THAT LIES ON A LINE PARALLEL WITH AND 16 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 5 OF SAID BLOCK, WHEN MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE AND ITS SOUTHEASTERLY EXTENSION FOR A DISTANCE OF 191.31 FEET TO A POINT WITHIN VACATED RIVER DRIVE, THENCE NORTH 18 DEGREES 13' 00" EAST FOR A DISTANCE OF 20.39 FEET, THENCE NORTH 57 DEGREES 48' 11" WEST FOR A DISTANCE OF 185.36 FEET TO THE POINT OF BEGINNING. SURVEY RECORDED UNDER AF#200712260071.



200812030055

Skagit County Auditor