

When recorded return to:

Jerald Rindal  
20095 English Road  
Mount Vernon, WA 98274



200812040002  
Skagit County Auditor

12/4/2008 Page 1 of 5 9:19AM

Filed for Record at Request of  
Land Title and Escrow  
Escrow Number: 131322-SE

Grantor: Robert L. Hayton and Susan B. Hughes-Hayton  
Beneficiary: Jerald Rindal and Mildred Rindal

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 3<sup>rd</sup> day of DECEMBER, 2008, between **ROBERT L. HAYTON and SUSAN B. HUGHES-HAYTON, husband and wife, GRANTORS**, whose address is 16498 Fir Island Road, Mount Vernon, WA 98273, Land Title and Escrow, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and **JERALD RINDAL and MILDRED RINDAL, husband and wife, BENEFICIARY**, whose address is 20095 English Road, Mount Vernon, WA 98274.

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

Abbreviated Legal: A Ptn Of NE 1/4, 17-34-3 E W.M.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 340317-0-001-0007, P22076, 340317-0-002-0006, P22077, 340317-0-003-0104, P22079, 340317-1-001-0005, P22088, 340317-1-002-0004, P22089

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 wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **SIX HUNDRED SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$675,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

**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 **December 5, 2014**.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 Grantors 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

RH SHH  
Grantor (Initials)

AR ML  
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a.  NONE

OR

b.  As set forth on the attached "Exhibit A" which is incorporated by this reference.



(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: 12-3-08

Robert L. Hayton  
Robert L. Hayton

Susan B. Hughes-Hayton  
Susan B. Hughes-Hayton

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Robert L. Hayton and Susan B. Hughes-Hayton** the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-3-2008

Anneliese Maria Farrell

ANNELIESE MARIA FARRELL  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 6-28-2012

Notary Public in and for the State of Washington  
Residing at: La. Center  
My appointment expires: 6/28/12

**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 \_\_\_\_\_,

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



**Exhibit "A"**

**DESCRIPTION:**

**PARCEL "A":**

That portion of the Northeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the Section line 1,012.3 feet South of the Northeast corner of said Section 17;  
thence North 0°20' West 1,012.3 feet to the Section corner;  
thence North 89°36' West on the Section line, 1,049.3 feet to an iron pipe;  
thence South 1,015.3 feet to an iron pipe;  
thence East 1,049.6 feet, more or less, to an iron pipe and the point of beginning,

EXCEPT the East 30 feet conveyed to Skagit County by instrument recorded September 27, 1966, under Auditor's File No. 688740.

EXCEPTING from the remainder the East 700 feet of the North 250 feet thereof lying Southerly of the as built and existing County road known as Young Road.

ALSO, that portion of the Southwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said Southwest ¼ of the Northeast ¼;  
thence North 89°36' West along the South line of said Southwest ¼ of the Northeast ¼, 953.2 feet;  
thence North 0°6' West 1,327.2 feet to the North line of said Southwest ¼ of the Northeast ¼;  
thence South 89°22' East 953.2 feet to the Northeast corner of said Southwest ¼ of the Northeast ¼;  
thence South 0°6' East 1,323.5 feet to the point of beginning.

ALSO, a strip of land 16 feet wide and lying Northwesterly of, along and adjoining the following described line:

Beginning at a point which bears South 89°36' East 1,630.7 feet and South 1,015.3 feet from the North ¼ corner of Section 17, Township 34 North, Range 3 East, W.M.;  
thence Southwesterly in a straight line 414.1 feet to the center 1/16th corner of the Northeast ¼ of said Section 17 and the terminal point of said line;

ALSO, that portion of the Northwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at an iron pipe on the Section line 802.5 feet East of the quarter section corner between Sections 8 and 17 and said Township and Range;  
thence North 89°36' West 802.5 feet to said quarter section corner;  
thence South on the quarter section line 1,323.8 feet;  
thence East on the 1/16th line 802.5 feet;  
thence North 1,322 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington



DESCRIPTION CONTINUED:

PARCEL "B":

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 34 North, Range 3 East, W.M., described as follows:

Beginning on the Section line at an iron pipe 802.5 feet East of the quarter corner between Sections 8 and 17 in said Township and Range;  
thence South  $89^{\circ}36'$  East along said section line 828.2 feet to an iron pipe;  
thence South 1,015.3 feet to an iron pipe;  
thence Southwesterly 414.1 feet to the center  $\frac{1}{16}$ th corner in the Northeast  $\frac{1}{4}$  of said Section 17;  
thence West 528.7 feet to an iron pipe;  
thence North 1,322 feet, more or less, to the point of beginning,

EXCEPT the following tract:

A strip of land 16 feet in width and lying Northwesterly of, along and adjoining the following line, to-wit:

Beginning at a point which bears from the North quarter corner of Section 17, Township 34 North, Range 3 East, W.M., as follows: South  $89^{\circ}36'$  East 1,630.7 feet and South 1,015.3 feet;  
thence from said point of beginning run Southwesterly in a straight line 444.1 feet to the center  $\frac{1}{16}$ th corner in the Northeast  $\frac{1}{4}$  of said Section.

Situate in the County of Skagit, State of Washington.



200812040002  
Skagit County Auditor

LPB 22A-05 (i-l)  
Page 5 of 5