

When recorded mail to:
Equity Loan Services, Inc.
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: Recording Coordinators



200812040057
Skagit County Auditor

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Tax Parcel No: 340113-0-016-0006 **P19330**
Title Order No: 95924
Reference No: 325.0000203962.A03

95924

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of November, 2008, between
GRANTOR(S) Pamela S Kolbe, as her separate estate, and Thomas Grissett, her
husband

14696 Lexington Ave
Anacortes WA 98221-8489
TRUSTEE(S) TRUSTEE SERVICES, INC
PO BOX 2980 SILVERDALE WA 98383

and School Employees Credit Union of Washington, Beneficiary, whose address is:
325 Eastlake Avenue East, Seattle WA 98109-5466.

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: Section 13, Township 34, Range 1; Ptn NE SE
See Attached

KOLBE
39344545

which real property is not used principally for agriculture 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 the Grantor herein contained, and payment of
the sum of Fifty Thousand and 00/100 DOLLARS

Dollars (\$50,000.00) 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 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 conveys 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, regulation, 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 building 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 proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the 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 such 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. Grantor agrees to pay all other fees and charges related to releasing the security upon full payment including any recording costs and reconveyance fees for preparing documents in connection with the release of security.
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 purchase 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 and conclusive evidence thereof in favor of bonafide 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. Grantor shall not sell, or transfer its interest in the Real Property or any interest or part thereof, without the Lender's prior written consent. A sale, assignment, or transfer means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. Transfer also includes any change in ownership of more than fifty percent (50%) of the interests of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Washington law.
9. This Deed of Trust applied to, insures 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.

X Pamela S. Kolbe
 X Thomas Grissett



STATE OF WASHINGTON
 COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Pamela S. Kolbe and Thomas Grissett 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 the instrument.

Dated December 1, 2008 Kara R. Ney
 Notary Public
 My appointment expires 9-30-2012

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Order No: 95924

Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of the aforescribed tract; thence West along the North line of said tract 330 feet; thence South parallel to the East line of said tract 264 feet; thence East parallel to the North line of said tract 330 feet more or less to the East line of said tract; thence North along the East line of said tract to the point of beginning.

TOGETHER WITH those lands quieted, established and confirmed in Pamela S. Kolbe by judgment recorded July 13, 2006, under Auditor's File No. 200607130128, records of Skagit County, Washington and in Skagit County Superior Court Cause No. 05-2-01002-1, records of Skagit County, Washington, and more particularly described as follows:

Those portion of unopened Lexington Avenue and vacated 7th Street lying Westerly and Southerly of Block 73, Map of Fidalgo City, Skagit County, Washington, according to the plat thereof recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington; being in the Southwest ¼ of Section 18, Township 34 North, Range 2 East, W.M., and being more particularly described as follows:

Commencing at the Northwest corner of said Southwest ¼ (West ¼ corner) of Section 18, Township 34 North, Range 2 East, W.M.; thence South 0°17'11" East along the West line of said Southwest ¼ for a distance of 865.08 feet, more or less, to the center line of said 7th Street (Matzdorf Street) as shown on said Map of Fidalgo City Skagit County, Washington; thence North 0°17'11" West for a distance of 30.00 feet, more or less, to the South line of the North 20.00 feet of said 7th Street as shown on said plat Map of Fidalgo City, Skagit County, Washington (being Southerly line of that portion of said 7th Street previously vacated) and being the true point of beginning; thence North 89°45'05" East along said South line for a distance of 16.50 feet; thence North 0°17'11" West for a distance of 39.00 feet; thence South 89°45'05" West for a distance of 11.50 feet; thence North 0°17'11" West for a distance of 6.00 feet; thence South 89°45'05" West for a distance of 5.00 feet, more or less, to said West line of said Southwest ¼ at a point bearing North 0°17'11" West from the true point of beginning; thence South 0°17'11" East along said West line for a distance of 45.00 feet, more or less, to the true point of beginning.



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