



200901280053
Skagit County Auditor

1/28/2009 Page 1 of 3 11:31AM

WHEN RECORDED RETURN TO:
School Employees Credit Union of Washington
325 Eastlake Avenue East
Seattle, WA 98109-5466

CHICAGO TITLE CO.

Tax Parcel No: P49893
Title Order No: 620000259-SM ✓
Reference No: 325.0000111193.A04

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of January, 2009, between
GRANTOR(S) MARK KIP WOIWOD AND BARBARA J. WOIWOD, HUSBAND AND WIFE

23972 Prairie Rd
Sedro Woolley WA 98284
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.

ABBRV. LEGAL DESCRIPTION:

PTN. NE NE, SE.25, T 36N, R4 EWM

(SEE ATTACHED LEGAL)

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 Thirty-One Thousand and 00/100 DOLLARS Dollars (\$31,000.00) 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.

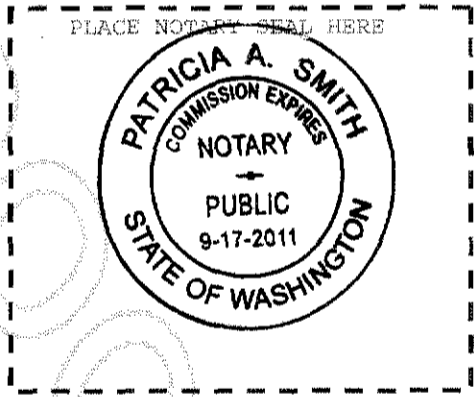
To protect the security of this Deed of Trust, Grantor conveys and agrees:

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 auctioned 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 names as Beneficiary herein.

Mark K. Wolwood
Barbara J. Wolwood



STATE OF WASHINGTON
 COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Mark K. Wolwood, Barbara J. Wolwood is (are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be 9 free and voluntary act for the uses and purposes mentioned in the instrument.

Dated January 23, 2009 Patricia A. Smith
 Notary Public
 My appointment expires Sept 17, 2011



EXHIBIT "A"

That portion of the Northeast Quarter of the Northeast Quarter of Section 25, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the East line of the Northeast Quarter of the Northeast Quarter of Section 25, Township 36 North, Range 4 East of the Willamette Meridian, a distance of 419.2 feet North of the South line of said Northeast Quarter of the Northeast Quarter;
thence West a distance of 30 feet, more or less, to the West line of the State Highway 1-A (now Highway No. 9) and the true point of beginning;
thence North along the said West line of said Highway 1-A (now Highway No. 9) to the intersection of said West line with the Southwesterly line of the Mumford Road;
thence North 51° West along the Southwesterly line of said Mumford Road a distance of 261 feet, more or less, to the most Easterly corner of the tract conveyed to Thomas M. Sather, et ux, by Deed recorded under Auditor's File No. 664189, records of Skagit County, Washington;
thence South 48° West along the Southeasterly line of said Sather Tract a distance of 350 feet, more or less, to the most Southerly corner thereof;
thence North 51° West a distance of 100 feet along the Southwesterly line of said Sather Tract to the most Westerly corner of said tract, which corner is the intersection of the most Westerly corner of said Sather Tract with the East line of that tract conveyed to James Mumford, et ux, by Deed recorded under Auditor's File No. 498161, records of Skagit County, Washington;
thence South along the East line of said Mumford Tract to the North line of the tract conveyed to Ralph Van Der Star, et ux, by Deed recorded under Auditor's File No. 563751, records of Skagit County, Washington;
thence East along the North line of said Van Der Star Tract to the true point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



200901280053

Skagit County Auditor