



200903050110

Skagit County Auditor

3/5/2009 Page

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3 11:15AM

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

CHICAGO TITLE CO.

Tax Parcel No: See Below \*\*  
Title Order No: 620000501-SM  
Reference No: 325.0000084220.A05

## DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of February, 2009, between  
GRANTOR(S) RICKE REED and ROSE ANN REED, husband and wife

7883 Mont Vista Dr  
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.

Abbrev. legal description:

Lot 75, SU AF#8910230031

\*\* 350512-3-006-0016  
\*\* 350512-3-005-0017  
\*\* 350512-3-007-0007

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 names as Beneficiary herein.

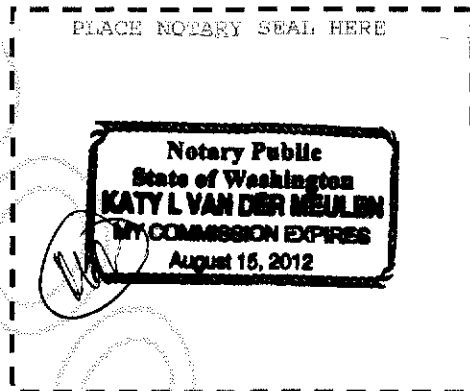
Ricke L. Reed  
Rose A. Reed

STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Rose A. Reed and Ricke L. Reed  
is (are) the person(s) who appeared before me, and said person(s) acknowledged that  
she/he signed this instrument and acknowledged it to be her/his free and  
voluntary act for the uses and purposes mentioned in the instrument.

Dated March 2nd, 2009

Notary Public  
My appointment expires



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Skagit County Auditor

**EXHIBIT "A"**

That portion of the Southwest Quarter of Section 12, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 12;

Thence North 00°36'36" West along the West line of the East Half of the Southwest Quarter of said Section 12, a distance of 1,361.35 feet to the Southerly boundary of the county road known as Bacus Road;

Thence South 81°31'19" East along the South line of said road a distance of 351.37 feet;

Thence South 00°36'36" East, a distance of 871.36 feet;

Thence South 89°51'51" East a distance of 945.98 feet;

Thence South 01°37'28" West a distance of 439.11 feet to the intersection with the South line of said Section 12;

Thence North 89°51'51" West along said Section line a distance of 1,275.84 feet to the true point of beginning.

(Said tract also known as Tract 75 of that certain record of survey filed October 23, 1989 in Volume 9 of Surveys, pages 51 and 52, under Auditor's File No. 8910230031, records of Skagit County, Washington)

Situated in Skagit County, Washington

**- END OF EXHIBIT "A" -**



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