

When recorded return to:

Wilma Louia
P.O. Box 675
Burlington, WA 98233



200906040005
Skagit County Auditor

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ACCOMMODATION RECORDING

LAND TITLE OF SKAGIT COUNTY

M.17981

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 31st day of December, 2007 between

Wilma Louia

as GRANTOR(S),
whose address is P. O. Box 675, Burlington, WA 98233

and Land Title Company of Skagit County, a Washington

as TRUSTEE,
whose address is P. O. Box 445, Burlington, WA 98233

and Elmer Martin and Mabel Martin, husband and wife

as BENEFICIARY,
whose address is P. O. Box 344, 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:

Attached Exhibit "A"

Abbreviated Legal: (Required if full legal not inserted above) Ptn Gov. Lot 2, 25-36-2 E W.M.

Tax Parcel Number(s): 360225-0-015-0406, P46973

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

Two Hundred Seventy-five Thousand and no/100 Dollars (\$ 275,000.00) 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.



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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.

Wilma Louia

STATE OF **WASHINGTON** ss.
COUNTY OF **SKAGIT**

I certify that I know or have satisfactory evidence that
Wilma Louia

(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 free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: December 31, 2007

Cedric Ward Hamilton
Associate Justice of the Supreme Court

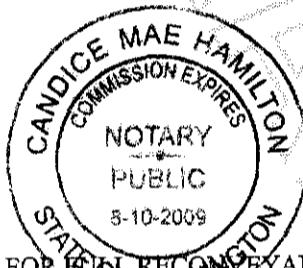
Notary name printed or typed:
Notary Public in and for the State of
Residing at Sedro-Woolley
My appointment expires: 8-10-09

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: _____



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Skagit County Auditor

DESCRIPTION:

PARCEL "A":

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at an existing concrete marker for the meandering corner on the West section line of said section; thence North 88°07'33" East along the meander line 219.05 feet; thence South 0°02' West 193.56 feet to the Southwest corner of that certain tract of land sold to James C. Metzker by instrument recorded May 4, 1972, under Auditor's File No. 767775, said point being the true point of beginning; thence North 89°58' West a distance of 20 feet, more or less, to the East line of that certain tract sold to Paul Billeter et ux by instrument recorded July 26, 1967, under Auditor's File No. 702409; thence South along said East line and said East line extended, a distance of 83 feet, more or less, to a point which bears North 89°58' West a point on the East line of that certain tract of land conveyed to Robert E. Green by deed recorded May 20, 1944, under Auditor's File No. 371659, which lies 83 feet from the South line of said Metzker Tract when measured along said East line; thence South 89°58' East a distance of 148.83 feet, more or less, to the East line of said Green Tract; thence North along the East line of said Green Tract 83 feet to the South line of the said Metzker Tract; thence West along said South line 129.64 feet to the true point of beginning,

EXCEPT that portion lying West of the East line of the following described tract:

Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.; thence Easterly along the meander line 219.05 feet; thence South 33.56 feet to the true point of beginning; thence South 430 feet, more or less, to the County road; thence West 20 feet; thence North 380 feet, more or less, to the Northeast corner of that certain parcel conveyed to James H. Miles and Mabel M. Miles, husband and wife, to Martin M. Buckner and Edna L. Buckner, husband and wife, by Quit Claim Deed dated May 25, 1961 and recorded August 26, 1963, under Auditor's File No. 640052; thence West 10.78 feet; thence North 50 feet; thence East 30 feet to the point of beginning. (Said Parcel also known as Tract A of Short Plat No. 35-73.)

TOGETHER WITH an easement for ingress, egress and utilities of the East 10 feet of Tracts B and C of said Short Plat No. 35-73.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "B":

An undivided 1/16th interest in an irregular shaped roadway described as follows:

Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.; thence Easterly along the meander line 219.05 feet; thence South 33.56 feet to the true point of beginning; thence South 430 feet, more or less, to the County road; thence West 20 feet; thence North 380 feet, more or less, to the Northeast corner of that certain parcel conveyed by James H. Miles and Mabel M. Miles, husband and wife, to Martin M. Buckner and Edna L. Buckner, husband and wife, by Quit Claim Deed dated May 25, 1961 and recorded August 26, 1963, under Auditor's File No. 640052; thence West 10.78 feet; thence North 50 feet; thence East 30 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

An easement for ingress, egress and utilities over, under and across the following described tract:

That portion of Government Lot 2 of Section 25, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at an existing concrete marker for the meandering corner on the West section line of said section; thence North 88°07'33" East along the meander line, 219.05 feet; thence South 0°02' West 193.56 feet to the Southwest corner of that certain tract of land sold to James C. Metzker by instrument recorded May 4, 1972, under Auditor's File No. 767775, said point being the true point of beginning; thence North 8°58' West a distance of 20 feet, more or less, to the East line of that certain tract of land sold to Paul Billeter and Edna H. Billeter, husband and wife, by instrument recorded July 26, 1967, under Auditor's File No. 702409; thence South along said East line 79.20 feet, more or less, to the Southeast corner of said Billeter tract; thence West along the South line of said Billeter tract 15 feet; thence South 0°02' West, 180 feet, more or less, to the North line of the existing public road commonly referred to as the Blue Heron Road; thence North 86°27'50" East along the North line of said road, 40 feet, more or less, to a point which lies South 86°27'50" West, 121.72 feet from the East line of that certain tract of land conveyed to Robert E. Green by deed recorded May 20, 1944, under Auditor's File No. 371659, when measured along the North line of said road;



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DESCRIPTION CONTINUED:

PARCEL "C" CONTINUED:

thence North 0°02' East 144.20 feet;
thence North 25°10'42" East 35.37 feet;
thence North 0°02' East, 83.00 feet, more or less, to the South line of said Metzker tract;
thence East along said South line a distance of 20 feet, more or less, to the true point of beginning,
EXCEPT that portion thereof lying within the boundaries of the above described Parcels "G" and "H".

Situate in the County of Skagit, State of Washington.

PARCEL "D":

TOGETHER WITH an undivided 1/16th interest in the following described real property:

Tidelands of the second class, situated in front of, adjacent to or abutting upon that part of the shoreline of Lot 2, Section 25, Township 36 North, Range 2 East, W.M., extending from the Northwest corner of said lot to a point South 87°22' East 351.2 feet from said Northwest corner of said lot,

EXCEPT the West 2 chains thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

TOGETHER WITH an undivided 1/16th interest in the following described beach property:

Beginning at the meander corner common to Sections 25 and 26, Township 36 North, Range 2 East, W.M.;
thence East 109 feet to the true point of beginning;
thence East along the meander line 239.65 feet;
thence South 44.55 feet;
thence West 239.65 feet, more or less;
thence North 30 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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