

When recorded return to:

Edward J. Kaptein
17751 Tiffany Way
Mount Vernon, WA 98274



200906050084
Skagit County Auditor

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Filed for Record at Request of
Land Title and Escrow
Escrow Number: 133677-PE

Grantor: **Kaydeen Franey**
Beneficiary:

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 2nd day of June, 2009 between **KAYDEEN FRANEY**, an unmarried woman, GRANTOR, whose address is 20165 Gina Marie Lane, Burlington, WA 98233, Land Title and Escrow, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and **EDWARD J. KAPTEIN** and **CHERI A. KAPTEIN**, husband and wife BENEFICIARY, whose address is 17751 Tiffany Way, 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: **Lot 16, Brown & McMillen Div. #2.**

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): **4559-000-016-0005, P99912**

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 Grantor herein contained in this Deed of Trust, and payment of the sum of **ONE HUNDRED TEN THOUSAND AND NO/100 Dollars (\$110,000.00)** 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 Grantor, or any of the Grantor's 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 **June 5, 2014**.

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

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 Grantor. 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 Grantor 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.

Dated: June 2, 2009

Kaydeen Franey
Kaydeen Franey



State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Kaydeen Franey the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 4, 2009

Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at: Sedro-Woolley
My appointment expires: 9/11/2010

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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Exhibit "A"

Lot 16, "PLAT OF BROWN AND McMILLEN DIV. NO. 2," as per plat recorded in Volume 14 of Plats, pages 184 and 185, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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