

When recorded return to:

Richard H. Smith  
17381 Britt Road  
Mount Vernon, WA 98273



200908100083

Skagit County Auditor

8/10/2009 Page 1 of 4 9:52AM

Recorded at the Request of:  
Guardian Northwest Title  
File No.: 97986

## DEED OF TRUST

(For use in the State of Washington only)

97986-2

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this 3rd day of August, 2009 between Bradley Quinton and Miranda Quinton, husband and wife, GRANTORS, whose address is 109 Widnor Drive, Mount Vernon, WA 98274, Guardian Northwest Title, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and Richard H. Smith and Patricia A. Smith, husband and wife BENEFICIARY, whose address is 17381 Britt Road, Mount Vernon, WA 98273.

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:

Ptn. Lots 43 and 44, "WIDNOR DRIVE"

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P54923, 3771-000-044-0009

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 Grantors herein contained in this Deed of Trust, and payment of the sum of **ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100 Dollars (\$165,000.00)** 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 **August 1, 2014**

To protect the security of this Deed of Trust, Grantors covenant 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 Grantors. 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 Grantors 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

BB JMB  
Grantor (Initials)

12/12 PAS  
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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 encumbrances for value.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ NONE

OR

b. ☒ If full amount is not paid by the fifth anniversary of this note then a one time penalty of three percent (3%) of the remaining principal shall be due and collectible in addition to all other obligations secured by the deed of trust for and by the note.



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Skagit County Auditor

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: August 3, 2009

Bradley Quinton

Miranda Quinton

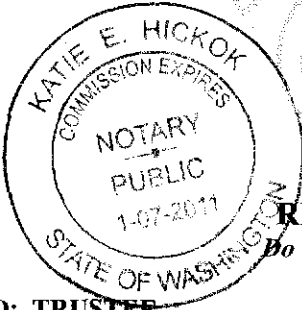
State of Washington  
County of Skagit

SS:

Bradley Quinton and  
Miranda Quinton

I certify that I know or have satisfactory evidence that the person who appeared before me, and said person acknowledge that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8-7-09



Notary Public in and for the State of Washington

Residing at: Mt Vernon

My appointment expires: 1-7-11

**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

(i-1)  
of 4

## Exhibit "A"

Lots 43 and 44, "PLAT OF WIDNOR DRIVE", as per plat recorded in Volume 9 of Plats, page 104, records of Skagit County, Washington;

EXCEPT those portions of said Lots 43 and 44 described as follows:

Commencing at the Northeast corner of said Lot 44, "PLAT OF WIDNOR DRIVE"; thence South 1 degree 02'50" West 41.50 feet along the East line of said Lot 44 to the true point of beginning; thence continue South 1 degree 02'50" West 91.50 feet along the East line of Lots 44 and 43, to the Southeast corner of said Lot 43; thence North 88 degrees 13'06" West 103.76 feet along the South line of said Lot 43 to the Southwesterly corner thereof; thence North 1 degree 02'50" East 21.00 feet along the Westerly line of said Lot 43; thence South 88 degrees 13'06" East 83.76 feet parallel with said South line of Lot 43; thence North 1 degree 02'50" East 70.50 feet parallel with the East line of said Lots 43 and 44 to a point bearing North 88 degrees 13'06" West from the true point of beginning; thence South 88 degrees 13'06" East 20.00 feet parallel with the South line of said Lot 43 to the true point of beginning;

(Also known as Parcel "A" of Survey approved by City of Mount Vernon, January 18, 2001, and recorded January 31, 2001 under Auditor's File No. 200101310082.)

TOGETHER WITH AND SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress, utilities, landscaping, fencing, and personal enjoyment over, under and across those portions of Lots 42 - 44, said "PLAT OF WIDNOR DRIVE" as delineated on the face of that certain City of Mount Vernon Boundary Line Adjustment Survey, recorded January 31, 2001, under Skagit County Auditor's File No. 200101310082, more particularly described as follows:

Beginning at the Northeast corner of said Lot 44, "PLAT OF WIDNOR DRIVE"; thence South 1 degree 02'50" West 41.50 feet along the East line of said Lot 44 to the true point of beginning; thence North 88 degrees 13'06" West 20.00 feet, parallel with the North line of said Lot 44; thence South 1 degree 02'50" West 70.50 feet; thence South 88 degrees 13'06" East 20.00 feet to the East line of said Lot 43, "PLAT OF WIDNOR DRIVE" at a point bearing South 1 degree 02'50" West from the true point of beginning; thence North 1 degree 02'50" East 70.50 feet along East line of said Lots 43 and 44 to the true point of beginning.



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