

AFTER RECORDING MAIL TO:



200909300077  
Skagit County Auditor

9/30/2009 Page 1 of 4 10:57AM

Name GARY MCCORMICK

Address 15211-123<sup>RD</sup> AVE SE

City, State, Zip SNYHOMISH, WA 98290

Filed for Record at Request of: DAUSPRING FAMILY TRUST

### DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 25<sup>th</sup> day of SEPTEMBER, 2009, between  
DAWN R PIERSON, GRANTOR(S),  
whose address is 949 SUMMER MEADOWS CT, SEDRO WOOLLY, WA.  
GARY AND AINA MCCORMICK, TRUSTEE,  
whose address is 15211 123<sup>RD</sup> AVE SE SNYHOMISH, WA, and  
DAUSPRING FAMILY TRUST, BENEFICIARY,  
whose address is SAME AS TRUSTEE

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:

LOT 13, PLAT OF SUMMER MEADOWS RECORDED  
VOLUAM 15 OF PLATS, PAGES 176-178,  
RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel/Account Number:

4630-000-013-0002

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 \$153,364.57 Dollars (\$ )

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.

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(s). 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(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.

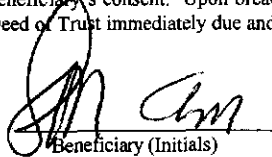
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. 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 initiated 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.

DP

Grantor (Initials)

  
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 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.

11. Upon default by Grantor(s) 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 Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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.

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 Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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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

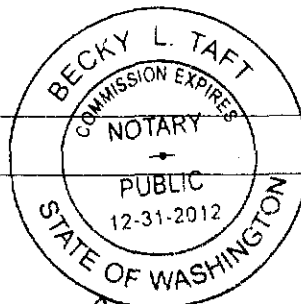
OR

b. ☒ As set forth on the attached "Exhibit A" which is incorporated by this reference.

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

Dated: 9-24-09

Dawn R. Pierson



STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Dawn R Pierson

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Sept 24 2009

Becky L Taft

Notary Public in and for the state of

Residing

at

My

appointment

expires:

Washington

Seema Woolley

12/31/2012

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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## PROMISSORY NOTE

\$153,369.57

Mount Vernon, Washington

FOR VALUE RECEIVED, the undersigned (Maker) promises to pay to Gary D. McCormick and Aina G. McCormick, husband and Wife, (Holder), the sum of one hundred and fifty three thousand three hundred sixty nine and 57/100 dollars (153,369.57 payable as follows:

The amount of \$153,369.57 dollars (Principal amount) shall accrue interest from the date hereof on unpaid principal at the rate of 6.5% per annum. Maker shall make payments of nine hundred sixty nine dollars and 40/100 dollars (\$969.40), or more, on the 1<sup>st</sup> day of each calendar month beginning on November 1, 2009, and continuing until the 1<sup>st</sup> day of October, 2039, at which time the full amount of principal and accrued interest and penalties shall be paid. All payments shall be applied first to interest due, with the remainder, if any, applied to principal. If any payment of principal or interest is not made when due, a fifty dollar (\$50.00) late fee shall be charged.

The parties agree, that in the event the services of an attorney are utilized in any fashion to enforce any covenant, condition or term of this Promissory Note or any document securing the payment or the performance of the terms of the Promissory Note or in the event that the services of an attorney are utilized to procure an adjudication or voluntary termination of any party's rights under this Promissory Note or any document securing the performance of the terms of this Promissory Note, including an action to collect any payment required hereunder, then the defaulting party shall pay to the enforcing party as part of any cure or the non-prevailing party shall pay to the prevailing party, a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching records and costs of serving any notices required by law. Failure to pay said attorney's fees and costs incurred shall be deemed a substantial breach of the Promissory Note.

Venue of any suit to collect or enforce the terms and conditions of this note may be in Skagit County, Washington, at the option of the Holder.

This Promissory Note is secured by; a Deed of Trust of even date.

The Maker of this note executes the same as a principal and not as surety.

MAKER:

Dawn R. Pierson

Dawn R. Pierson

Date: 9.24.09

949 Summer Meadows Court  
Sedro-Woolley, Washington 98284



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