

When recorded return to:

Noretap, a Washington General Partnership  
P.O. Box 3366  
Arlington, WA 98223



200909300170  
Skagit County Auditor

9/30/2009 Page 1 of 4 4:15PM

Recorded at the Request of:  
Guardian Northwest Title  
File No.: 98349

## DEED OF TRUST

(For use in the State of Washington only)

98349-2

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this 29th day of September, 2009 between Michael S. Miller, an unmarried person, GRANTOR, whose address is 1375 E. Fairhaven, Burlington, WA 98233, Guardian Northwest Title, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and Noretap BENEFICIARY, whose address is P.O. Box 3366, Arlington, WA 98223.

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:

Section 12, Township 35, Range 5; Ptn. NW NW (aka Tract 31)

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P38905, 350512-2-001-0021

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 ELEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$111,500.00)** 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 **October 1, 2029**

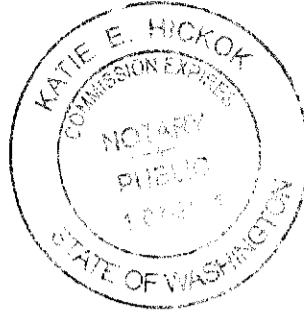
To protect the security of this Deed of Trust, Grantor covenants and agrees:

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: September 29, 2009

Michael S. Miller  
Michael S. Miller



State of Washington }  
County of Skagit } SS:

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

Dated: 9-29-09 Katie Hickok

Notary Public in and for the State of Washington  
Residing at: Mulverson  
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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**Exhibit "A"**

The West ½ of the Northwest ¼ of the Northwest ¼ of Section 12, Township 35 North, Range 5 East, W.M. (Also known as Tract 31 of that Survey recorded on October 23, 1989, in Volume 9 of Surveys, pages 51 and 52, under Auditor's File No. 8910230031, records of Skagit County, Washington.)

TOGETHER WITH a 60 foot wide easement for ingress, egress and utilities as described in an instrument titled Declaration of Easement, Covenants and Road Maintenance Agreement recorded February 21, 1989, under Auditor's File No. 8902210090, and amended October 23, 1989, under Auditor's File No. 8910230016, records of Skagit County, Washington.



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