

When recorded return to:

Victor L. Benson
19357 Kanako Lane
Mount Vernon, WA 98274



201003030097
Skagit County Auditor

3/3/2010 Page 1 of 4 4:00PM

Recorded at the Request of:
Guardian Northwest Title
File No.: 99089

GUARDIAN NORTHWEST TITLE CO.

DEED OF TRUST

(For use in the State of Washington only)

99089-4

THIS DEED OF TRUST, made this 1st day of March, 2010 between David R. Needy and Marie J. Needy, husband and wife, GRANTORS, whose address is 519 Columbine Court, Mount Vernon, WA 98273, Guardian Northwest Title, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, Wa. 98273 and Victor L. Benson and Linda C. Benson, husband and wife BENEFICIARY, whose address is 19357 Kanako Lane, 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 4, SARATOGA PASSAGE VIEW

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P128561, 330409-1-002-0700

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 SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$75,000.00) 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 "April 6, 2010, subject to and conditioned upon compliance by Sellers, Benson, with the obligation to complete revisions of Covenants, Conditions and Restrictions and cut certain trees within the view easement area, as stated in the Purchase and Sale Agreement and Addenda thereto between the parties dated Feb. 1, 2010, Feb. 21, 2010 and Feb. 25, 2010, respectively."

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.

Order No:

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: March 1, 2010

David R. Needy
David R. Needy

Marie J. Needy
Marie J. Needy

State of Washington
County of Skagit

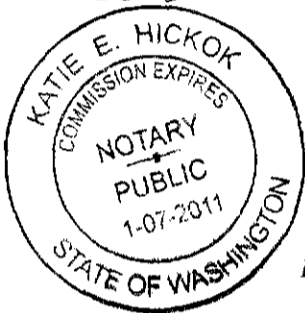
} SS:

David R. Needy and Marie J. Needy

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: 3-3-10

[Signature]



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 _____, _____

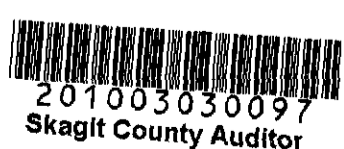


EXHIBIT A

Lot 4, "PLAT OF SARATOGA PASSAGE VIEW C.A.R.D. PL 06-0107", as per plat recorded June 10, 2009 as Auditor's File No. 200906100089, and as per "Affidavit of Minor Correction of Survey" recorded as Auditor's File No. 200908280052.

TOGETHER WITH a non-exclusive easement of view and maintenance of view in a portion of the Lot 26 Open Space Area of said plat described as follows:

Begin at the Northwest corner of Lot 3 of said plat; thence along the Westerly extension of the Northerly line of said Lot 3 to a point on a line parallel with and 100 feet Westerly of the West line of said Lot 3; thence Southerly along said parallel line to its point of intersection with a line drawn parallel with and 100 feet Southwesterly of the Southwesterly line of Lot 4 of said plat; thence along this new parallel line to its point of intersection with a line drawn parallel with and 100 feet Southerly of the Southerly line of Lot 5 of said plat; thence Easterly along this new parallel line to a point on the Southwesterly extension of the Southeasterly line of Lot 5 of said plat; thence Northeasterly along said Southwesterly extension to the Southeast corner of said Lot 5; thence Westerly, Northwesterly and Northerly along the Southerly, Southwesterly and Westerly lines of said Lots 5, 4 and 3 to the point of beginning.

The Saratoga Passage View Homeowner's Association and the Grantees shall have the right to maintain the easement area, including the right to cut trees and brush within the easement area in order to maintain the territorial views for the benefit of said Lot 4. No structures taller than the base elevation of Lot 4, measured at the lowest point on the lot, shall be constructed within the easement area, nor shall the owner of Lot 26 plant trees or shrubs within the easement area. Provided that the rights granted hereunder shall be subject to governmental rules and regulations governing Open Space and Critical Areas to the extent that such may apply to the exercise of the rights conveyed herein. The easement shall be appurtenant to Lot 4 and a covenant running with title to Lot 4. It is understood by both Grantors and Grantees that either of them may convey similar easement rights to said homeowners association and that the rights conveyed herein are conveyed in a manner consistent with those established rights or easements for the "CAO Buffer" shown on the face of said plat and/or established by the covenants for said plat recorded as Auditor's File NO. 200906100093.



201003030097
Skagit County Auditor