

WHEN RECORDED RETURN TO
RONALD W AND VICTORIA R EASTERING
PO BOX 2656
ISSAQUAH, WA 98027



201004210059
Skagit County Auditor

4/21/2010 Page 1 of 6 11:42AM



CHICAGO TITLE INSURANCE COMPANY

DEED OF TRUST (For Use in the State of Washington Only)

005104183

THIS DEED OF TRUST, made this 20TH day of April, 2010 between

THE ESTATE OF HEATHER JANE AYRE, SUPERIOR COURT OF THE STATE OF WASHINGTON,
SKAGIT COUNTY, CAUSE NO. 09-4-00100-6

, GRANTOR(S),

whose address is
800 FINLEY LANE, LACONNER, WA 98257

and CHICAGO TITLE INSURANCE CO. a corporation, as TRUSTEE, whose address is
3002 COLBY AVENUE, EVERETT, WASHINGTON 98201

and
RONALD W. EASTERLING AND VICTORIA R. EASTERLING, HUSBAND AND WIFE

as BENEFICIARY,

whose address is
PO BOX 2656, ISSAQUAH, WA 98027

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 County, Washington:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PTN SE 1.40F SE 1/4, 36-34-2 E W.M.

Tax Parcel Number(s): 340236-0-023-0100/(prop I.D. P113121)/ 340236- 4-022-0000/(prop I.D. P20878)
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 (\$65,000.00) SIXTY-FIVE THOUSAND AND 00/100 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.

LPB22/KLC/0606

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 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 costs 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 hereby 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 hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. 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 hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby 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.
3. 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.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. 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.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.
6. 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.
7. In the event of the death, incapacity, disability or resignation of Trustee, 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 any action or proceeding in which Grantor(s), Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

LPB22P2/KLC/0606



201004210059
Skagit County Auditor

8. 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.

SEE ATTACHED EXHIBIT "A" FOR ADDITIONAL TERMS AND CONDITIONS.

ESTATE OF HEATHER JANE AYRE

Marilyn K. Brown
BY: MARILYN K BROWN, PERSONAL REP

Marilyn K. Brown
MARILYN K BROWN, GUARANTEE

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 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 not held by you thereunder.

Dated: _____

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201004210059
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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No.: 5104183

IMMEDIATELY WHEN AVAILABLE FOR PURCHASE FROM THE NATIONAL FLOOD INSURANCE PROGRAM, GRANTOR AGREES TO KEEP THE REAL PROPERTY CONTINUOUSLY INSURED WITH A FLOOD INSURANCE POLICY FROM SAID INSURANCE PROGRAM.

ESTATE OF HEATHER JANE AYRE

Marilyn K Brown

BY: MARILYN K BROWN, REPRESENTATIVE OF THE ESTATE OF HEATHER JANE AYRE

Marilyn K Brown

MARILYN K BROWN, GUARANTEE

EXHIBIT/RDA/0999



201004210059

Skagit County Auditor

4/21/2010 Page

4 of

6 11:42AM

STATE OF WASHINGTON

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COUNTY OF

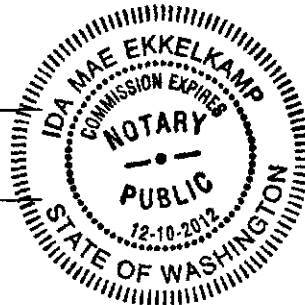
Skagit

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARILYN K BROWN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS PERSONAL REP OF THE ESTATE OF HEATHER JANE AYRE TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 4/20/2010

Ida Mae Ekkelkamp
NOTARY SIGNATURE

PRINTED NAME: Ida Mae Ekkelkamp
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Mount Vernon
MY APPOINTMENT EXPIRES 12/10/2012



STATE OF WASHINGTON

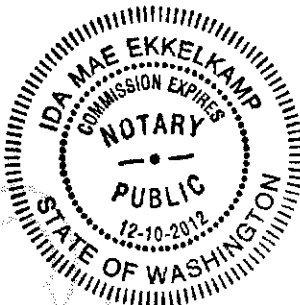
SS

COUNTY OF Skagit

ON THIS 20th DAY OF April, 2010 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED MARILYN K. BROWN KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

Ida Mae Ekkelkamp
NOTARY SIGNATURE

PRINTED NAME: Ida Mae Ekkelkamp
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Mount Vernon
MY COMMISSION EXPIRES ON 12/10/2012



NOTARY/RDA/092100



201004210059
Skagit County Auditor

DESCRIPTION:

PARCEL "A":

That portion of the Southeast ¼ of the Southeast ¼ of Section 36, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of Lot 1, Block 27, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.", as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington;
thence South 59°48' East, 200 feet;
thence South 30°12' West, 150 feet;
thence North 59°48' West, 200 feet to the East line of said "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.";
thence North 30°12' East, 150 feet to the point of beginning.

TOGETHER WITH rights of ingress, egress and utilities over the common areas of Finley Lane Townhouse Condominium as described and/or modified in instruments recorded July 23, 1996, and February 5, 1998, under Auditor's File Nos. 9607230041, 9802050056 and 9802050057.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast ¼ of the Southeast ¼ of Section 36, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of Block 29, "SYNDICATE ADDITION TO THE TOWN OF LA CONNER", as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington, which point is South 30°12' West a distance of 124.9 feet from the Northeast corner thereof;
thence South 59°48' East a distance of 250.00 feet;
thence North 30°12' East a distance of 474.90 feet to the true point of beginning;
thence North 59°48' West a distance of 50 feet, more or less, to the Northeast corner of a tract conveyed to Stanley A. Miller, etux, by deed recorded July 23, 1996, under Auditor's File No. 9607230040;
thence South 30°12' West, along the Easterly line of said Miller tract, a distance of 150.00 feet, more or less, to the Southeast corner thereof;
thence South 59°48' East a distance of 50.00 feet;
thence North 30°12' East a distance of 150.00 feet to the true point of beginning.

Situate in the Town of LaConner, County of Skagit, State of Washington.



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