

**When recorded return to:**

Paul H. Vine, Jr.  
The Heirs and Devisees of Tomue Y. Vine,  
deceased  
3653 Newberg Place  
Sedro Woolley, WA 98284



201006010184

Skagit County Auditor

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Filed for record at the request of:



CHICAGO TITLE INSURANCE COMPANY

770 NE Midway Blvd.  
Oak Harbor, WA 92877

Order No.: 620010395 ✓

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

THIS DEED OF TRUST, made this 28th day of May, 2010 between

Tanner L. McCoy, a single person

as GRANTOR(S),

whose address is 1010 Fidalgo Street, Sedro Woolley, WA 98284

and

Chicago Title Insurance Company

as TRUSTEE,

whose address is 425 Commercial Street Mount Vernon, WA 98273

and

Paul H. Vine, Jr. Personal Representative of the Estate of Tomue Y. Vine, Deceased

as BENEFICIARY,

whose address is 3653 Newburg Place, Sedro Woolley, WA 98284

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:

Abbreviated Legal:

Lot(s): 32-34 SU AF#809463

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Tax Parcel Number(s):

360519-0-009-3700 P51058

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 Sixty Thousand Eight Hundred Twelve And 50/100 Dollars (\$60,812.50) 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.

## DEED OF TRUST

(continued)

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.
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 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:

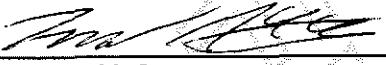
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of 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.

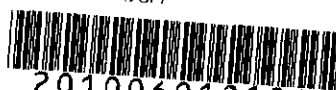


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**DEED OF TRUST**  
(continued)

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 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.
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.

  
\_\_\_\_\_  
Tanner L. McCoy



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Skagit County Auditor

State of Washington

County of SKAGIT

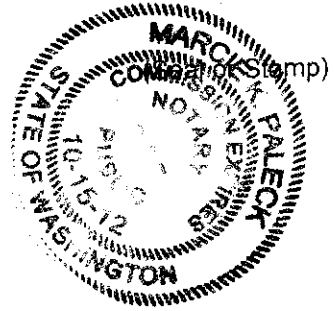
I certify that I know or have satisfactory evidence that  
TANNER L. MCCOY (name of person) is the person who appeared  
before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to  
be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May <sup>28<sup>th</sup> MRP</sup> 21, 2010

Marcie Paleck  
Signature

Essex Office  
Title **MARCIE K. PALECK**

My appointment expires: Oct. 15 2012



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Skagit County Auditor

**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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____	_____
Signature	Date
By: _____	
Print Name	
Its: _____	
Print Title	



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**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): 360519-0-009-3700 P51058

That portion of the Southwest 1/4 of Section 19, Township 36 North, Range 5 East, W.M., described as follows:

Commencing at the Northeast corner of said subdivision;  
thence South 0 degrees 27'53" East along the East line of said subdivision 899.40 feet to the point of beginning; thence  
continuing South 0 degrees 27'53" East 299.80 feet; thence North 86 degrees 16'01" West parallel with the North line of  
said subdivision 735.93 feet;  
thence North 0 degrees 57' 16" West 300.00 feet;  
thence South 86 degrees 16'01" East 732.50 feet to the point of beginning.  
More commonly known as Parcel No. 33 of the record of Survey filed in Volume 1 of Surveys, page 85, under Auditor's  
File No. 805866 and as supplemented by map filed in Volume 1 of Surveys, page 110, under Auditor's File No. 809463,  
records of Skagit County, Washington.

A non-exclusive easement for ingress, egress and utilities over, under and across a strip of land lying in Section  
19, Township 36 North, Range 5 East, W.M., which is 60.00 feet in width, being 30.00 feet on both sides of the following  
described line:

Commencing at the Southwest corner of Government Lot 3 in said Section;  
thence North 0 degrees 17'36" East along the West line of said Section 30.33 feet to the point of beginning;  
thence Northerly and Easterly the following courses and distances: North 59 degrees 27'49" East 242.43 feet; North 34  
degrees 30'21" East 254.74 feet; North 11 degrees 05'01" East 416.22 feet; North 8 degrees 14'41" East 628.27 feet;  
North 17 degrees 38'56" East 117.83 feet; North 35 degrees 18'26" East 207.71 feet; North 26 degrees 20'26" East  
277.11 feet; North 60 degrees 34'24" East 141.95 feet; South 71 degrees 59'36" East 320.00 feet; South 86 degrees  
16'01" East  
1755.22 feet and the Terminus of said easement, said Terminus having a 45.00 foot turnaround radius.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over, under and across a strip of land  
lying in Section  
19, Township 36 North, Range 5 East, W.M., which is 60.00 feet in width, being 30.00 feet on both sides of the following  
described line:

Commencing at the Southwest corner of Government Lot 3 in said Section;  
thence North 0 degrees 17'36" East along the West line of said Section 35.30 feet to the point of beginning;  
thence Northerly and Easterly the following courses and distances: North 52 degrees 37'36" East 135.00 feet; North 55  
degrees 10'59" East 175.30 feet;  
North 34 degrees 30'21" East 178.86 feet; North 11 degrees 05'01" East 416.22 feet; North 8 degrees 14'41" East 628.27  
feet; North 17  
degrees 38'56" East 117.83 feet; North 35 degrees 18'26" East 207.71 feet; North 26 degrees 20'26" East 277.11 feet;  
North 60 degrees 34'24" East 141.95 feet; South 71 degrees 59'36" East 320.00 feet; South 86 degrees 16'01" East  
1755.22 feet to the terminus of said easement, said terminus having a 45.00 foot turnaround radius.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across a strip of

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ALTA Commitment  
SSCORPD0835.doc / Updated: 03.12.2010

Adopted: 06.17.2006

Printed: 06.01.10 @ 12:13PM  
WA-----820010395



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**EXHIBIT "A"**  
Legal Description

land lying in Section 19, Township 36 North, Range 5 East, W.M., which is 60.00 feet in width, being 30.00 feet on both sides of the following described line:

Commencing at the Southwest corner of Government Lot 3 in said Section;  
thence North 0 degrees 17'36" East along the West line of said Section 35.30 feet to the point of beginning;  
thence Northerly and Easterly along the following courses and distances: North 52 degrees 37'36" East 135.00 feet;  
North 55 degrees 10'59" East 175.30 feet; North 34 degrees 30'21" East 178.86 feet; North 11 degrees 05'01" East  
416.22 feet; North 8 degrees 14'41" East 628.27 feet; North 17 degrees 38'56" East 117.83 feet; North 35 degrees 18'26"  
East 207.71 feet; North 26 degrees 20'6" East 277.11 feet; North 60 degrees 34'24" East 141.95 feet; South 71 degrees  
59'36" East 320.00 feet; South 86 degrees 16' 01" East 367.10 feet; South 5 degrees 57'13" West 515.87 feet; South 14  
degrees 22'03" East 172.10 feet; South 8 degrees 32'57" West 592.85 feet; South 7 degrees 56'25" East 451.25 feet;  
South 53 degrees 09'55" East 266.54 feet to the terminus of said easement, said terminus having a 45.00 foot turnaround  
radius.

Situated in Skagit County, Washington



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