



201009020073

Skagit County Auditor

9/2/2010 Page 1 of 3 1:53PM

WHEN RECORDED RETURN TO:

Thomas Hsueh, agent for Triton Engineering, Inc.,
1905 Skyline Drive, Anacortes, Washington 98221

DEED OF TRUST

THIS DEED OF TRUST, made this 29 day of July, 2010, between Alexander McLaren, Grantor, and Triton Engineering, Inc., Beneficiary,

TRUSTEE SHALL BE ATTORNEY RICHARD HUGHES

WITNESSETH: Grantor hereby bargains, sell, and conveys to Trustee in Trust, with power of sale, the following described property in Skagit County, Washington:

Common address: NHN Oakes Avenue in Anacortes

Legal description:

P58139

Parcel "A":

Lots 8, 9, and 10 Block 1001, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, Pages 9 through 11, records of Skagit County, Washington: EXCEPT the East 1/2 of said lot 8.

Parcel "B":

All that portion of the right-of-way of the railway of the Great Northern Railway Company in section 23, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at the Northwest corner of Block 1001, "NORTHERN PACIFIC ADDITION TO ANACORTES", according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington; thence Northeasterly along the Northwesterly line of Block 1001 to an intersection with the Northwesterly projection of the West line of the East 1/2 of Lot 8 of said Block 1001; thence Northwesterly along the Northwesterly projection of the West lone of the East 1/2 of Lot 8 to a point 15 feet distant Southeasterly, as measured at right angles, from the centerline of the Great Northern Railway Company Railway, as now located and constructed; thence Southwesterly, parallel with and 15 feet distant from said centerline, to an intersection with the Northwesterly projection of the Westerly line of Lot 10 of Block 1001; thence Southeasterly along said line to the point of the beginning.

Which real property is not used principally for agriculture or farming purposes, together with all 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 the performance of each agreement of grantor herein contained and payment of a sum of money with interest, in accordance with the terms of an agreement of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of 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 covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste thereof; and to comply with all laws, ordinances and regulations affecting the property.
2. To pay all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges and liens impairing the security of this Deed of Trust;
3. 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.
4. 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 in a reasonable amount, as provided by statute.
5. Should Grantor 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 agreement 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 and 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 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 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 the 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; (3) the surplus, if any, shall be distributed to Grantor.
5. Trustee shall deliver to the successful purchaser at the auction sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing 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 the exclusive remedy. Beneficiary has no right of recourse against Grantor and may not cause this trust deed 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 trust deed 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust inures to the benefit of, and is binding not only on, the parties hereto but also on their heirs, devisees, legatees, administrators, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Grantor



STATE OF WASHINGTON



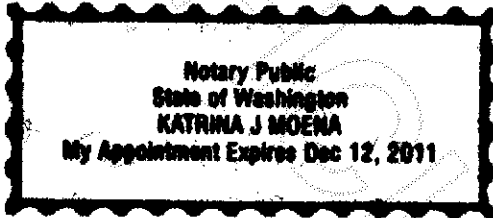
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COUNTY OF SKAGIT

On this day personally appeared before me Alexander McLaren to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein described. Given under my hand and official seal this 29th day of July 2010.

Notary Public in and for the State of Washington, residing at ANACORTES, WA 98221



Katrina J. Moena
Katrina J. Moena



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