WHEN RECORDED, RETURN TO:



LAND TITLE OF SKAGIT COUNTY

138247-0AE

Deed of Trust

THIS DEED OF TRUST, made this 8th day of December 2010, between Steven Springmeyer and Susan Springmeyer, together referred to as GRANTOR, whose address is 12227 NW 36th Street, Bellevue, WA 98005, Alan R. Souders, Attorney at Law, 913 Seventh Street, Anacortes, Washington, 98221, TRUSTEE, and Anaco West Corp., BENEFICIARY, whose address is 4401 Anaco Beach Place, Anacortes, Washington, 98221,

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

Lot 5, Plat of Castilleja Bluff, recorded December 9, 2005 under Auditor's file number 200512090181, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Tax Account Number: 4878-000-005-000/P123799

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 herein contained, and payment of the sum of ONE HUNDRED AND TWENTY-FOUR THOUSAND Dollars, (\$124,000), 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 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; 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 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 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 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 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.
- 7. DUE ON SALE: The property described in this Deed of Trust may not be sold or transferred without the Beneficiary's consent. Upon a breach of this provision, Beneficiary may declare all sums due under the promissory note and Deed of Trust immediately due and payable.

Grantor (Initials)

Beneficiary (Initials)

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 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 or entity except Trustee may bid at Trustees 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 the persons entitled thereto.

- 5. The 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 had or had the power to convey at the time of his execution of this Deed of Trust and such as he 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 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, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. This Deed of Trust applies to and inures to the benefit of, and is binding not only on the parties hereto, but on 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.

Steven Springmever

Susan\Springmeyer

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

On this day personally appeared before me <u>Steven Springmeyer</u> to me known to be the individual described in and executed the within and foregoing instrument and acknowledge that he/she/they signed the same as his/her/their free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and December	official seal this <u>8th</u> day of 2010.
My Comm. Expires No. 43816 OF WASHING	Street ()
My Comm. Expires My Comm. Expires No. 43816 OF WASHINITIALITY	
OTARY	(Signature) V
My Comm. Expriso 01/16/2014 No. 438/6	(Print Name)
PUBLICATION	NOTARY PUBLIC in and for the State of
THE OF WASHIN	Washington, residing at Burlington
	My appointment expires July 16, 2014
STATE OF WASHINGTON)	
`` / ,/`) ss `	
COUNTY OF SKAGIT)	
On this day personally ap	peared before me Susan Springmeyer ,
William Control of the Control of th	ndividual described in and executed the trument and acknowledge that he she they
	er their free and voluntary act and deed,
for the use and purposes	Cherein mencionea.
GIVEN under my hand and	official seal this <u>8th</u> day of
<u>December</u>	
My Comm. Expires 07/16/2014 No. 43816 OF WASHINIMI	Prof 1
VARTOW.	
My Comm. Expires	(Signature)
My Comm. Expires 07/16/2014 No. 43816	Lisa J. Cure
OE	(Print Name)
WASTINIAN WALLER	NOTARY PUBLIC in and for the State of
	Washington, residing at <u>Burlington</u>
	My appointment expires July 16, 2014
REQUE Do not record. To	ST FOR FULL RECONVEYANCE be used only when note has been paid.
TO: TRUSTEE:	and the second s
The undersigned is the indebtedness secured by the w	legal owner and holder of the note and all other thin Deed of Trust. Said note, together with all
other indebtedness secured b	y said Deed of Trust, has been fully paid and 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 evidences of indebtedness secured by said Deed of
Trust delivered to you herewi	th, together with the said Deed of Trust, and to
of Trust, all the estate now	the parties designated by the terms of said Deed held by you thereunder.
Dated:	, 20
	