

When recorded return to:
Richard N. Nelson
P.O. Box 438
Anacortes, WA 98221



201012300154
Skagit County Auditor

12/30/2010 Page 1 of 5 4:09PM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: 138478-OAE

LAND TITLE OF SKAGIT COUNTY

Grantor: Richard N. Nelson and Linda G. Nelson
Grantee: Howard William Roberts and Amy C. Roberts
Abbreviated Legal: Ptn NW ¼ of SW ¼, 27-35-4 E W.M.
Tax Parcel Number(s): P37762/350427-0-039-0306, P37870/350427-3-010-0501

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 28th day of December, 2010 between HOWARD WILLIAM ROBERTS AND AMY C. ROBERTS, HUSBAND AND WIFE, GRANTORS, whose address is 10675 Chelan Way, Sedro Woolley, WA 98284, Land Title and Escrow, TRUSTEE, whose address is 111 East George Hopper Road, P.O. Box 445, Burlington, WA 98233 and RICHARD N. NELSON AND LINDA G. NELSON, HUSBAND AND WIFE BENEFICIARY, whose address is P.O. Box 438, Anacortes, WA 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:

For Full Legal See Attached Exhibit "A"

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 TWO HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$290,000.00) 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 Grantors, or any of the Grantors' 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 February 1, 2016.

To protect the security of this Deed of Trust, Grantors covenant and agree:

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.
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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor (Initials)

Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. NONE

OR

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)



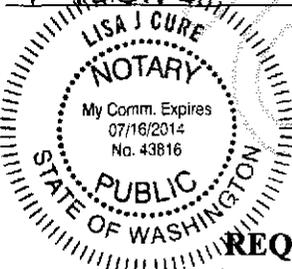
Dated: December 28, 2010

Howard William Roberts
Howard William Roberts

Amy C. Roberts
Amy C. Roberts

State of Washington }
County of Skaagit } SS:

I certify that I know or have satisfactory evidence that **Howard William Roberts and Amy C. Roberts** the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

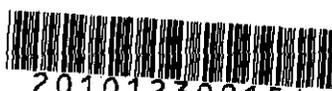
Dated: 12/30/10

Lisa J. Cure
Notary Public in and for the State of Washington
Residing at: Burlington
My appointment expires: 7/16/2014

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 _____,



201012300154
Skagit County Auditor

PARCEL "A":

That portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 27, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of said subdivision and the North line of State Highway No. 17-A;
thence South 60°23'30" West along said North line 61.48 feet;
thence North 15°40'00" West 383.43 feet to the true point of beginning;
thence continue North 15°40'00" West 51.01 feet to the Southerly margin of the Old Puget Sound and Baker River Railroad right of way;
thence North 37°52'00" East along said Southerly right of way 278.47 feet to the East line of said subdivision;
thence South 0°01'45" West along said East line 269.03 feet;
thence North 89°58'15" West 157.17 feet to the true point of beginning,

EXCEPT that portion thereof, if any, lying within that certain tract of land conveyed to Mark Mulholland and Karla Mulholland, husband and wife, by Deed dated July 14, 1987 and recorded under Auditor's File No. 8707270035.

TOGETHER WITH non-exclusive easements for ingress, egress and utilities over and across those portions of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 27, Township 35 North, Range 4 East, W.M., described as follows:

1.) Beginning at the intersection of the East line of said subdivision with the North line of State Highway 17-A;
thence South 60°23'30" West along the North line of said State Highway, 61.48 feet to the true point of beginning;
thence continue South 60°23'30" West along the North line 51.52 feet;
thence North 15°40' West 409.90 feet to the Southerly margin of the Old Puget Sound and Baker River Railroad right of way;
thence North 37°52' East along said Southerly margin 62.18 feet;
thence South 15°40'00" East 434.44 feet to the true point of beginning.

2.) The Westerly 10 feet measured by a line drawn 10 feet Easterly of the Westerly line of the following described tract:

Beginning at the point of intersection of the East line of said subdivision with the North line of the State Highway running through said subdivision;
thence South 60°23'30" West 61.48 feet;
thence North 15°40' West 383.43 feet;
thence East 157.17 feet to a point on the East line of said subdivision, which is 338.73 feet North of the point of beginning;
thence South along said East line to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over that portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 27, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of said subdivision and the North line of State Highway No. 17-A;
thence South 60°23'30" West along the North line of said highway, 61.48 feet;
thence North 15°40'00" West 359.43 feet to the true point of beginning;
thence continue North 15°40'00" West 24.0 feet;
thence South 89°58'15" East 24.0 feet;
thence Southwesterly to the true point of beginning.

Situate in the County of Skagit, State of Washington.



PARCEL "B":

That portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 27, Township 35 North, Range 4 East, W.M., lying Northwesterly of the Southeasterly line of the Puget Sound and Baker River Railway Company right of way and being more particularly described as follows:

Beginning at the West ¼ corner of said Section 27;
thence South 0°10'10" West along the West line of said Section 27, 1,000.04 feet;
thence North 89°33'52" East parallel with the North line of said Northwest ¼ of the Southwest ¼ of Section 27, 170.00 feet;
thence South 0°10'10" West parallel with said West line of Section 27, 265.17 feet to said Southeasterly railway right of way line;
thence North 37°47'55" East along said Southeasterly railway right of way line, 308.74 feet to the true point of beginning;
thence continue North 37°47'55" East along said line, 299.35 feet to an intersection with the South line of the North 878.5 feet of said Northwest ¼ of the Southwest ¼ of Section 27, as measured at right angles;
thence South 89°33'52" West, along said South line of the North 787.5 feet, 185.26 feet to a point that is North 0°26'08" West from the true point of beginning;
thence South 0°26'08" East 235.13 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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