

When Recorded, Return To:

Kenneth J. Evans, Attorney  
506 Main Street  
Mount Vernon, WA 98273



201102150251  
Skagit County Auditor

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## DEED OF TRUST

Grantor: Clyde Williams, as his separate estate  
Grantee: Julie Williams, as her separate estate

Abbreviated Legal: Ptn. Gov't Lot 1 in;3-35-4

### Assessor's Property Tax

Parcel or Account No: P35698, P35699, P35701

### Reference Nos of Documents

Assigned or Released:

THIS DEED OF TRUST, made this 5th day of January, 2011, between **Clyde Williams**, as his separate estate, grantor, whose address is 21941 Grip Road, Sedro-Woolley, Washington, **LAND TITLE INSURANCE COMPANY**, a corporation, trustee, whose address is 111 E. George Hopper Road, Burlington, WA 98233, and Julie Williams, as her separate estate, beneficiary, whose address is 18369 Valentine Road Mount Vernon WA 98273,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property described in the attached Exhibit A in Skagit County, Washington 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 **Twenty Five Thousand 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, 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 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. 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.

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 except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sales 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,

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**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

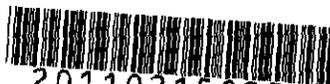


EXHIBIT 'A'

Government Lot 1, Section 3, Township 35 North, Range 4 East of the Willamette Meridian:

EXCEPT the South Half of the South Half thereof;

AND EXCEPT the following described tract:

Beginning at the Northeast corner of Lot 1, Section 3, Township 35 North, Range 4 East of the Willamette Meridian;  
Thence South along the East line of said Lot 1, a distance of 344 feet, more or less, to the South line of the North Half of the North Half of said Lot 1;  
Thence West 150 feet;  
Thence North 344 feet, more or less, to the North line of said Lot 1;  
Thence East 150 feet to the place of beginning;

AND ALSO EXCEPT the following described tract:

Commencing at a point on the North line of Government Lot 1, Section 3, Township 35 North, Range 4 East of the Willamette Meridian, 150 feet West of the Northeast corner of said Lot 1;  
Thence West along said North line of Government Lot 1, 182 feet;  
Thence South parallel with the East line of said Government Lot 1, a distance of 202 feet;  
Thence East parallel with the North line of said Lot 1, a distance of 182 feet;  
Thence North to the point of beginning 202 feet;

AND ALSO EXCEPT all that portion thereof conveyed to the County of Skagit for road purposes by deed recorded November 17, 1912, under Auditor's File No. 99309, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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