

**Return Address:**

Danial D. Pharris  
Lasher Holzapfel Sperry & Ebberson, PLLC  
601 Union Street, Suite 2600  
Seattle, WA 98101-4000



201106100023

Skagit County Auditor

6/10/2011 Page 1 of 5 9:22AM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet**  
(RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

**Deed of Trust**

**Reference Number(s) of Documents assigned or released**

N/A

**Additional reference #'s on page** \_\_\_\_ **of document.**

**Grantor(s)** (Last name first, then first name and initials)

**David M. Mariner**  
**Kathryn R. Vlahovich**

**Additional names on page** \_\_\_\_ **of document.**

**Grantee(s)** (Last name first, then first name and initials)

**GTS Drywall Supply Co.**      *first American title, trustee*

**Additional names on page** \_\_\_\_ **of document.**

**Legal description** (abbreviated: i.e., lot, block, plat or section, township, range)

**Lot 15, "Plat of Candle Ridge", as per plat recorded in Volume 15 of Plats, Pages 110 and 111, Records of Skagit County, Washington**

**Additional names on page** \_\_\_\_ **of document.**

**Assessor's Property Tax Parcel/Account Number**

**P104255**

**Assessor Tax # not yet assigned.**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AFTER RECORDING MAIL TO:**

Name Danial D. Pharris, Attorney at Law

Address 601 Union St., Ste. 2600

City/State Seattle, WA 98101-4000

**Deed of Trust**

*(For Use in the State of Washington Only)*



**First American Title  
Insurance Company**

*(this space for title company use only)*

THIS DEED OF TRUST, made this 30 day May, 2011, between DAVID M. MARINER and KATHRYN R. VLAHOVICH, GRANTORS, whose address is 3603 Broadway Street, Mt. Vernon, Washington 98273, and FIRST

AMERICAN TITLE INSURANCE COMPANY, a California corporation, as TRUSTEE, whose address is 818 Stewart Street, Suite 800, Seattle, WA, 98101 and GTS DRYWALL SUPPLY CO., BENEFICIARY, whose address is 10819 – 120<sup>th</sup> Ave. NE, Kirkland, WA 98033, 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 15, "PLAT OF CANDLE RIDGE", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number(s): P104255

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 anywise 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 TWO HUNDRED EIGHTY-FIVE THOUSAND, EIGHT HUNDRED TWENTY-FOUR & 27/100 DOLLARS (\$285,824.27) with interest, in accordance with the terms of the Payment Agreement and Release dated May 30, 2011 entered into between Grantors and Beneficiary and to secure any and all indebtedness including judgments or other rights to payment, and all renewals, modifications and extensions thereof, and which shall be satisfied and a full reconveyance issued thereon upon the timely performance by Grantors of their obligations to GTS Drywall Supply Co.

LPB22- 11/96



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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. Except prior liens and encumbrances already of record.
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 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 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 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 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 Act 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, 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.



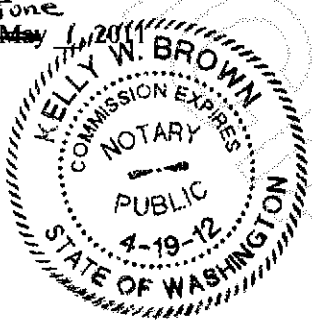
*David M. Mariner*  
DAVID M. MARINER

*Kathryn R. Vlahovich*  
KATHRYN R. VLAHOVICH

(Individual)  
STATE OF WASHINGTON }  
County of KING } SS.

I certify that I know or have satisfactory evidence that DAVID M. MARINER is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: ~~May~~ <sup>June</sup> 1, 2011

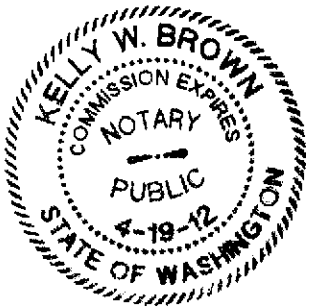


*Kelly Brown*  
Name (typed or printed): Kelly Brown  
NOTARY PUBLIC in and for the State of Washington  
Residing at 13719 143<sup>rd</sup> Orting WA  
My appointment expires: 4-19-12

(Individual)  
STATE OF WASHINGTON }  
County of KING } SS.

I certify that I know or have satisfactory evidence that KATHRYN R. VLAHOVICH is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: ~~May~~ <sup>June</sup> 1, 2011



*Kelly Brown*  
Name (typed or printed): Kelly Brown  
NOTARY PUBLIC in and for the State of Washington  
Residing at 13719 143<sup>rd</sup> Orting WA  
My appointment expires: 4-19-12



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**REQUEST FOR FULL RECONVEYANCE**

*To be used only when all obligations have been paid under the Agreement and this Deed of Trust.*

**TO: TRUSTEE**

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Said Agreement, 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 Agreement 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:**

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