



201107220072

Skagit County Auditor

7/22/2011 Page

1 of

8 3:57PM

Document Title:

Deed of Trust

Reference Number:m-19215
ACCOMMODATION RECORDINGGrantor(s):☐ additional grantor names on page ____

1. Queens Plate Development

2.

Grantee(s):☐ additional grantee names on page ____

1. Gallagher, Cecilia

2.

Abbreviated legal description:☒ full legal on page(s) 8.

All units, buildings 1 through 5, & common elements of Cascade Estates Condominium

Assessor Parcel / Tax ID Number: ☒ additional tax parcel number(s) on page 3-4.

(See continuation pages of this cover sheet)

P126756 plus list

I, C. Whitlock, _____, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

7-22-11

FROM :

FAX NO. :

Jul. 22 2011 10:13AM P1

FROM :

FAX NO. :

Jul. 22 2011 08:52AM P6

Document Title: Deed of Trust

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1.

2.

Grantee(s):

☐ additional grantee names on page ____

1.

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

I, EVELYN I. RUSIN, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$69.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

X Signed Evelyn I. Rusin Dated July 22, 2011



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TAXES ACCOUNT NO.S:

4930-001-101-0000	Property I.D. No.: P126756
4930-001-102-0000	Property I.D. No.: P126757
4930-001-103-0000	Property I.D. No.: P126758
4930-001-104-0000	Property I.D. No.: P126759
4930-001-105-0000	Property I.D. No.: P126760
4930-001-106-0000	Property I.D. No.: P126761
4930-001-107-0000	Property I.D. No.: P126762
4930-001-108-0000	Property I.D. No.: P126763
4930-001-201-0000	Property I.D. No.: P126764
4930-001-202-0000	Property I.D. No.: P126765
4930-001-203-0000	Property I.D. No.: P126766
4930-001-204-0000	Property I.D. No.: P126767
4930-001-205-0000	Property I.D. No.: P126768
4930-001-206-0000	Property I.D. No.: P126769
4930-001-207-0000	Property I.D. No.: P126770
4930-001-208-0000	Property I.D. No.: P126771
4930-001-301-0000	Property I.D. No.: P126772
4930-001-302-0000	Property I.D. No.: P126773
4930-001-303-0000	Property I.D. No.: P126774
4930-001-304-0000	Property I.D. No.: P126775
4930-001-305-0000	Property I.D. No.: P126776
4930-001-306-0000	Property I.D. No.: P126777
4930-001-307-0000	Property I.D. No.: P126778
4930-001-308-0000	Property I.D. No.: P126779
4930-001-999-0000	Property I.D. No.: P126780
4930-002-109-0000	Property I.D. No.: P126781
4930-002-110-0000	Property I.D. No.: P126782
4930-002-111-0000	Property I.D. No.: P126783
4930-002-112-0000	Property I.D. No.: P126784
4930-002-113-0000	Property I.D. No.: P126785
4930-002-114-0000	Property I.D. No.: P126786
4930-002-115-0000	Property I.D. No.: P126787
4930-002-116-0000	Property I.D. No.: P126788
4930-002-209-0000	Property I.D. No.: P126789
4930-002-210-0000	Property I.D. No.: P126790
4930-002-211-0000	Property I.D. No.: P126791
4930-002-212-0000	Property I.D. No.: P126792
4930-002-213-0000	Property I.D. No.: P126793
4930-002-214-0000	Property I.D. No.: P126794
4930-002-215-0000	Property I.D. No.: P126795
4930-002-216-0000	Property I.D. No.: P126796
4930-002-309-0000	Property I.D. No.: P126797
4930-002-310-0000	Property I.D. No.: P126798
4930-002-311-0000	Property I.D. No.: P126799
4930-002-312-0000	Property I.D. No.: P126800
4930-002-313-0000	Property I.D. No.: P126801
4930-002-314-0000	Property I.D. No.: P126802
4930-002-315-0000	Property I.D. No.: P126803
4930-002-316-0000	Property I.D. No.: P126804
4930-002-900-0000	Property I.D. No.: P126805
4930-002-900-0100	Property I.D. No.: P126806
4930-002-900-0200	Property I.D. No.: P126807
4930-003-117-0000	Property I.D. No.: P126808
4930-003-118-0000	Property I.D. No.: P126809
4930-003-119-0000	Property I.D. No.: P126810
4930-003-120-0000	Property I.D. No.: P126811
4930-003-121-0000	Property I.D. No.: P126812
4930-003-122-0000	Property I.D. No.: P126813
4930-003-123-0000	Property I.D. No.: P126814
4930-003-124-0000	Property I.D. No.: P126815
4930-003-217-0000	Property I.D. No.: P126816
4930-003-218-0000	Property I.D. No.: P126817
4930-003-219-0000	Property I.D. No.: P126818
4930-003-220-0000	Property I.D. No.: P126819
4930-003-221-0000	Property I.D. No.: P126820
4930-003-222-0000	Property I.D. No.: P126821
4930-003-223-0000	Property I.D. No.: P126822



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4930-003-224-0000	Property I.D. No.: P126823
4930-003-317-0000	Property I.D. No.: P126824
4930-003-318-0000	Property I.D. No.: P126825
4930-003-319-0000	Property I.D. No.: P126826
4930-003-320-0000	Property I.D. No.: P126827
4930-003-321-0000	Property I.D. No.: P126828
4930-003-322-0000	Property I.D. No.: P126829
4930-003-323-0000	Property I.D. No.: P126830
4930-003-324-0000	Property I.D. No.: P126831
4930-003-999-0000	Property I.D. No.: P126832
4930-003-999-0100	Property I.D. No.: P126833
4930-004-125-0000	Property I.D. No.: P126834
4930-004-126-0000	Property I.D. No.: P126835
4930-004-127-0000	Property I.D. No.: P126836
4930-004-128-0000	Property I.D. No.: P126837
4930-004-129-0000	Property I.D. No.: P126838
4930-004-130-0000	Property I.D. No.: P126839
4930-004-131-0000	Property I.D. No.: P126840
4930-004-132-0000	Property I.D. No.: P126841
4930-004-225-0000	Property I.D. No.: P126842
4930-004-226-0000	Property I.D. No.: P126843
4930-004-227-0000	Property I.D. No.: P126844
4930-004-228-0000	Property I.D. No.: P126845
4930-004-229-0000	Property I.D. No.: P126846
4930-004-230-0000	Property I.D. No.: P126847
4930-004-231-0000	Property I.D. No.: P126848
4930-004-232-0000	Property I.D. No.: P126849
4930-007-325-0000	Property I.D. No.: P126850
4930-004-326-0000	Property I.D. No.: P126851
4930-004-327-0000	Property I.D. No.: P126852
4930-004-328-0000	Property I.D. No.: P126853
4930-004-329-0000	Property I.D. No.: P126854
4930-004-330-0000	Property I.D. No.: P126855
4930-004-331-0000	Property I.D. No.: P126856
4930-004-332-0000	Property I.D. No.: P126857
4930-004-999-0000	Property I.D. No.: P126858
4930-005-234-0100	Property I.D. No.: P126859
4930-005-133-0000	Property I.D. No.: P126860
4930-005-233-0000	Property I.D. No.: P126861
4930-005-234-0000	Property I.D. No.: P126862
4930-005-999-0000	Property I.D. No.: P126863
4930-006-999-0000	Property I.D. No.: P126864
4930-006-999-0100	Property I.D. No.: P126865
4930-006-999-0200	Property I.D. No.: P126866
4930-006-999-0300	Property I.D. No.: P126867
4930-006-999-0400	Property I.D. No.: P126868
4930-006-999-0500	Property I.D. No.: P126885
4930-006-999-0600	Property I.D. No.: P126886
4930-006-999-0700	Property I.D. No.: P126887
4930-006-999-0800	Property I.D. No.: P126889



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WHEN RECORDED RETURN TO

Name Cecilia Gallagher
 Address 3415 W. Leisure Lane
 City, State, Zip Phoenix, AZ 85086

**Land Title Company**

FILED FOR RECORD AT REQUEST OF

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 13 day of July 2011, between
Queens Plate Development, GRANTOR,
 whose address is 310 Cascade Place, Box 314, Burlington, Wa 98233
 LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is
 P.O. Box 445, Burlington, Washington, and Cecilia Gallagher

....., BENEFICIARY,
 whose address is 3415 W. Leisure Lane, Phoenix, AZ 85086

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

The real property or its address is commonly known
 as 320, 340, 360 and 333 and 310/314 Cascade Place,
Burlington, Wa. 98233. The real property tax
 identification number is P108344. See Exhibit 'A-1'

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

Three Hundred Fifty Thousand and 00/100
350,000 Dollars (\$ 350,000.....) 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.



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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.

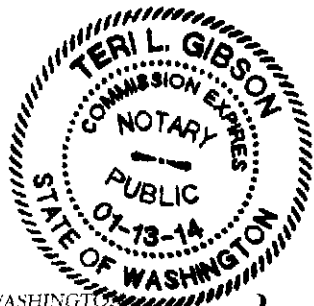
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall 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 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. 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 encumbrancers 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.



STATE OF WASHINGTON }
COUNTY OF Skagit } ss.

On this day personally appeared before me
Evelyn I. Rusio
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
21 day of July, 2011
Teri L. Gibson
Notary Public in and for the State of Washington,
residing at Burlington WA
My appointment expires: 01-13-2014

Evelyn I. Rusio as Attorney
In Fact for John Rusio
President of Queens Plate
Deer

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this _____ day of _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and

to me known to be the _____ President and _____ Secretary, respectively of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

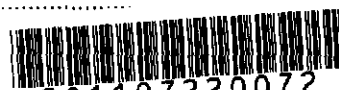
Notary Public in and for the State of Washington,
residing at _____
My appointment expires: _____

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 _____



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DEED OF TRUST**CORPORATE ACKNOWLEDGEMENT**State of Washington

SS

County of Skagit

On THIS 21 DAY OF July 20 11 before me, the undersigned Notary Public, personally appeared JEWELYN RUSIN Power of Attorney for JOHN RUSIN, President of QUEEN'S PLATE DEVELOPMENT, INC., and personally known to me proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Deed of Trust and acknowledgement the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By

Teri L. Gibson

Residing At

Burlington, WA

Notary Public in and for the State of

My commission expires

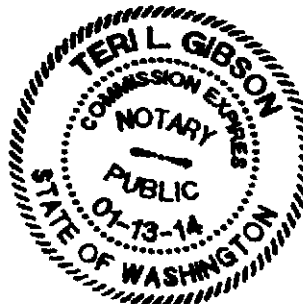
01-13-2014

Washington



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Schedule "A-1"**DESCRIPTION:**

All Units in Building Nos. 1 through 5, inclusive; and all common elements, "CASCADE ESTATES CONDOMINIUM," as per Survey Map and Plans recorded June 11, 2007, under Auditor's File No. 200706110218 and amended by instrument recorded November 15, 2007 under Auditor's File No. 200711150014; and as described in that certain Condominium Declaration recorded June 11, 2007 under Auditor's File No. 200706110219 and amended by instrument recorded November 15, 2007 under Auditor's File No. 200711150015.

Situate in the City of Burlington, County of Skagit, State of Washington



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