

When recorded return to:

David G. Mannon & Kellie R. Mannon
18137 Fox Hollow Lane
Bow, WA 98232



201108100002
Skagit County Auditor

8/10/2011 Page 1 of 5 9:18AM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: **139899-OE**

Grantor: **Marc S. Weiss and Catherine J. Weiss**
Beneficiary: **David G. Mannon & Kelli R. Mannon**

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 27th day of July, 2011, between **MARC S. WEISS and CATHERINE J. WEISS, husband and wife, GRANTORS**, whose address is **4720 Beaver Pond Drive North, Mount Vernon, WA 98273, Land Title and Escrow, TRUSTEE**, whose address is **P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233** and **DAVID G. MANNON and KELLI R. MANNON, husband and wife BENEFICIARY**, whose address is **18137 Fox Hollow Lane, Bow, WA 98232**.

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

Abbreviated Legal: **Ptn Lots 120 & 121, Eaglemont, Ph. 1B, Div. 2.**

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): **4814-000-120-0000, P120294**

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 **THREE HUNDRED THIRTY NINE THOUSAND AND NO/100 Dollars (\$339,000.00)** 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 **August 10, 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.

mw _____ aw _____
Grantor (Initials)

DM KRW _____
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)



201108100002
Skagit County Auditor

Dated: July 28, 2011

Marc S Weiss
Marc S. Weiss

Catherine J Weiss
Catherine J. Weiss

SEE ATTACHED
NOTARIAL CERTIFICATE
JP

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Marc S. Weiss
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: 8/1/11 Anneliese Maria Farrell

Notary Public in and for the State of Washington
Residing at: La Conner

ANNELIESE MARIA FARRELL
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 6-28-2012

My appointment expires: 6/28/12

State of California }
County of _____ } SS:

I certify that I know or have satisfactory evidence that Catherine J. Weiss
the person(s) who appeared before me, and said person(s) acknowledged that she
signed this instrument and acknowledge it to be her free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: _____

SEE ATTACHED
NOTARIAL CERTIFICATE
JP

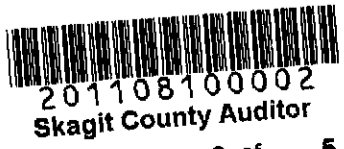
Notary Public in and for the State of California
Residing at: _____
My appointment expires: _____

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 _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 7/28/2011 before me, Lisa Michelle Porter
Date Here Insert Name and Title of the Officer

personally appeared Catherine J. Weiss
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa Michelle Porter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust

Document Date: July 27, 2011 Number of Pages: 4

Signer(s) Other Than Named Above: none in my presence

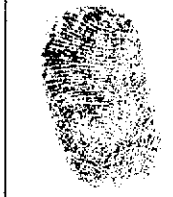
Capacity(ies) Claimed by Signer(s)

Signer's Name: Catherin J. Weiss

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing: _____



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Exhibit "A"

Lot 120, "PLAT OF EAGLEMONT, PHASE 1B, DIVISION 2," as per plat recorded on May 1, 2003 under Auditor's File No. 200305010087, records of Skagit County, Washington, being in Section 27, Township 34 North, Range 4 East, W.M.,

EXCEPTING THEREFROM all that portion thereof lying Westerly of the following described line:

Beginning at the most Northerly corner common to said Lot 120 and to Lot 119, said "PLAT OF EAGLEMONT, PHASE 1B, DIVISION 2", said point lying on the Southerly right of way margin of Beaver Pond Drive North;
thence South $12^{\circ}36'58''$ East along the line common to said Lot 120 and 119, 90.84 feet to an angle point in said common line and the true point of beginning of said described line;
thence North $01^{\circ}16'27''$ West, 91.52 feet to said Southerly right of way margin of Beaver Pond Drive North and the end of said described line:

TOGETHER WITH that portion of Lot 121, said PLAT OF EAGLEMONT, PHASE 1B, DIVISION 2, lying Northwesterly of the following described line:

Beginning at the most Westerly corner of said Lot 121;
thence South $63^{\circ}41'25''$ East along the Southwesterly line of said Lot 121, 8.79 feet to an angle point in said Southwesterly line and the true point of beginning of said described line;
thence North $36^{\circ}47'40''$ East, 144.05 feet to the Southerly right of way margin of Beaver Pond Drive North and the end of said described line.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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