

WHEN RECORDED RETURN TO
CHICAGO TITLE COMPANY
ATTN: KRIS MANN
719 SLEATER KINNEY ROAD SE
SUITE 108
LACEY, WASHINGTON 98503



201108310033
Skagit County Auditor

8/31/2011 Page 1 of 4 11:07AM



CHICAGO TITLE COMPANY

002081841

DEED OF TRUST

(For Use in the State of Washington Only)

CT 62003501

THIS DEED OF TRUST, made this 24TH day of AUGUST 2011 between
SCOTT BLAU, AN UNMARRIED MAN, AND RACHEL RHOADS, AN UNMARRIED WOMAN, EACH AS THEIR SEPARATE
ESTATE

as GRANTOR(S),
whose address is
11321 BLUE HERON RD, BOW, WASHINGTON 98232

and
CHICAGO TITLE INSURANCE CO.

as TRUSTEE,
whose address is
719 SLEATER KINNEY RD SE #108, LACEY, WASHINGTON 98503

and
CMH HOMES, INC.

as BENEFICIARY,
whose address is
5000 CLAYTON RD, MARYVILLE, TENNESSEE 37804

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale,
the following described real property in SKAGIT County, Washington:

Those portions of Government Lot 2, Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Commencing at a point 400 feet East of the Southwest corner of said Lot 2, said point being the Southeast corner of a tract
conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;

Thence North, a distance of 958.02 feet;

Thence North 84 16' East, a distance of 310 feet, more or less, to a point 50 feet Westerly from the Northwest corner of a
tract conveyed to Samish Island Community Center, Inc. and the point of beginning of this description;

Thence South a distance of 200 feet;

Thence South 84 16' West, a distance of 100 feet;

Thence North, a distance of 200 feet;

Thence North 84 16' East, a distance of 100 feet to the point of beginning of this description.

EXCEPT the East 5.00 feet thereof.

SEE ATTACHED DESCRIPTION

Tax Parcel Number(s): P47019 AND 360225-0-057-0009

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained
in this Deed of Trust, and payment of the sum of

ONE HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED AND 83/100

Dollars (\$198,300.83)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to
Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof,
and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of
Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be 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 DECEMBER 26, 2011

CHICAGO TITLE COMPANY

Escrow No.: 2081841

EXHIBIT A

Title No.: 2081841

TOGETHER WITH commencing at a point 400 feet East of the Southwest corner of said Lot 2, said point being the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;

Thence North, a distance of 958.02 feet;

Thence North 84°16" East, a distance of 210 feet, more or less, to the Northwest corner of that certain tract of land conveyed to Scott Blau and Nancy Blau by deed filed under Auditor's File No. 200008280044, records of Skagit County, and the point of beginning of this description;

Thence South 84°16" West, a distance of 50 feet;

Thence South, a distance of 300 feet to a point that is 100 feet distance Westerly from the Southwest corner of and on the Westerly projection of the South line of that certain tract of land conveyed to Eric Peter Nordlund and Megan E. Nordlund by deed filed under Auditor's File No. 8901250038, records of Skagit County, Washington;

Thence North 84°16" East, a distance of 100 feet to the Southwest corner of said Nordlund tract;

Thence North along the West line of said Nordlund tract, a distance of 100 feet to the South line of said Blau tract;

Thence South 84°16" West, a distance of 50 feet to the Southwest corner of said Blau tract;

Thence North along the West line of said Blau tract a distance of 200 feet to the point of beginning of this description.

ALSO TOGETHER WITH the West 9.05 feet of the following described tract:

Commencing at a point 400 feet East of the Southwest corner of said Lot 2, said point being the Southeast corner of a tract conveyed to Anna M. Rasar by deed recorded September 28, 1944, in Volume 196 of Deeds, page 77;

Thence North, a distance of 958.02 feet;

Thence North 84°16" East, a distance of 460 feet;

Thence South, a distance of 200 feet to the point of beginning of this description;

Thence South, a distance of 100 feet;

Thence South 84°16" West, a distance of 200 feet;

Thence North, a distance of 100 feet;

thence North 84°16' East, a distance of 200 feet to the point of beginning of this description.

EXCEPT county road.

Situated in Skagit County, Washington.



201108310033
Skagit County Auditor

escex/rda/0899

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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(s). 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(s) 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(s) 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.
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:

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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(s) 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(s) 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 hereby 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.
5. 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 Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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.



201108310033
Skagit County Auditor

- 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 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 Grantor(s), 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 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.
- 9. ADDITIONAL TERMS AND CONDITIONS: (check one)
 - a. None
 - b. As set forth on the attached Exhibit _____ which is incorporated by this reference. (Note: If neither "a" nor "b" is checked, then option "a" applies.)

Scott Blau
SCOTT BLAU

Rachel Rhoads
RACHEL RHOADS

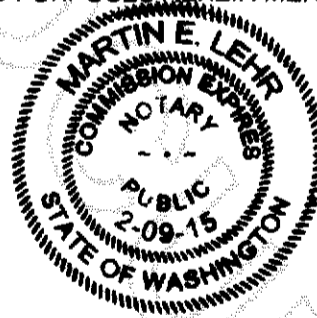
STATE OF WASHINGTON
COUNTY OF Skagit

SS

ON THIS 26th DAY OF August, 2011, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED SCOTT BLAU AND RACHEL RHOADS KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT they SIGNED AND SEALED THE SAME AS their FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

Martin E. Lehr
NOTARY SIGNATURE

PRINTED NAME: Martin E. LEHR
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT La Courner
MY COMMISSION EXPIRES ON 2-9-15.



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: _____



201108310033
Skagit County Auditor