



201111090031
Skagit County Auditor

11/9/2011 Page 1 of 3 11:16AM

AFTER RECORDING RETURN TO:

WILLIAM C. BOEHM
P. O. BOX 448
CHEHALIS, WA 98532

SECOND DEED OF TRUST

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

GRANTOR/BORROWER(S):

(last name first, first name, initials)
VAN EGDOM, KENT
VAN EGDOM, ANNA

Additional Grantors listed on page ___ of document

GRANTEE/ASSIGNEE/BENEFICIARY(S):

(last name first, first name, initials)
BOEHM, WILLIAM C., Custodian for the William C. Boehm Basic 401(k)

Additional names listed on page ___ of document

LEGAL DESCRIPTION:

(abbreviated form-Lot, Block, Plat or Section/Township/Range)
Lot 5, Rancho San Juan Del Mar, Subdivision NO. 2

ASSESSOR'S TAX PARCEL NUMBER(S):

3973-000-005-0002 P68248

THIS DEED OF TRUST, made this 26th day of October, 2011, between

KENT VAN EGDOM and ANNA VAN EGDOM, husband and wife, whose address is 1713 25th Court, Anacortes, WA 98221, TICOR TITLE INSURANCE COMPANY OF

CALIFORNIA, a corporation, Trustee, whose address is _____, and

WILLIAM C. BOEHM Custodian for William C. Boehm Basic 401(k), Beneficiary, whose address is P. O. Box 448, Chehalis, WA 98532,

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 5, Rancho San Juan Del Mar, Subdivision NO. 2, according to the plat thereof recorded in volume 5 of plats, page 30, records of Skagit County, Washington.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any ways appertaining, and the rents, issues and profits hereon.

If all or any part of the property or any interest in it is sold or transferred without Seller's prior written consent, Seller may, at his option, require immediate payment in full of all sums secured by this Deed of Trust. If Seller exercises this option, Seller shall give Purchaser notice of acceleration.

The notice shall provide for a period of not less than 30 days from the date the notice is delivered or mailed within which Purchaser must pay all sums secured by this Deed of Trust. If Purchaser fails to pay these sums prior to the expiration of this period, Seller may invoke any remedies permitted by this Deed of Trust without further notice or demand on Purchaser.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of ONE HUNDRED THOUSAND & 0/100 Dollars (\$100,000.00) 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 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 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, and 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 thereof 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 Trustees 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 or its authorized agent 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 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 purchasers 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.



