

WHEN RECORDED MAIL TO:

Robert M. Zoffel, Esq.
100 So. King Street
Suite 400
Seattle, WA 98104



201201180012
Skagit County Auditor

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DEED OF TRUST

THIS DEED OF TRUST (the "Deed of Trust"), is made this 5th January, 2012 day of September, 2011, among the following:

Grant L. Twombly and Patricia J. Twombly, as husband and wife (together "**GRANTOR**") whose address is 1021 E. Fairhaven Avenue, Burlington, Washington, 98233;

WASHINGTON ADMINISTRATIVE SERVICES, INC. ("**TRUSTEE**"); and

Robert M. Zoffel, a single man ("**BENEFICIARY**") whose address is 100 So. King Street, Suite 400, Seattle, Washington 98104.

This Deed of Trust secures to Beneficiary: (a) payment of those \$10,211.98 in attorney's fees currently owed by Grantor to Beneficiary as evidenced in the Note accompanying this Deed of Trust; (b) reasonable attorney's fees after the date of this Deed of Trust in relation to Beneficiary's representation of Grantor in the matter of "A Better Taxi, Inc. v. Washington State Department of Labor and Industries"; and (c) the performance of Grantor's covenants and agreements under this Deed of Trust and accompanying Note.

For this purpose, Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, and for Beneficiary's benefit, all of Grantor's right, title and interest in and to the following legally described real property, together with all easements, appurtenances, and fixtures subsequently erected or affixed, located in Skagit County, State of Washington:

Lots 15 and 16, Block 34, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 3 of Plats, Pages 17, records of Skagit County, Washington.

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Grantor presently assigns to Beneficiary all of Grantor's right, title and interest in and to all rents, revenues, income, issues and profits from the Real Property described above. All replacements and additions shall also be covered by this Deed of Trust. The real property is not used principally for agricultural or farming purposes.

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 continually insured against loss by fire or other hazards in an amount not less than the total debt on the property.
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 Note secured hereby, shall be added to and become a part of the debt secured by 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, after payment of obligations secured by encumbrances senior to this Deed of Trust.

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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 obligations secured by encumbrances senior to this Deed of Trust; (3) to the obligation secured by this Deed of Trust; (4) 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 has 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. Should this Deed of Trust be legally deficient in any way, the parties shall rectify such deficiency.

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9. This Deed of Trust applies to and inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

GRANTOR

Dated 1/5/2012

Grant L Twombly
GRANT L. TWOMBLY

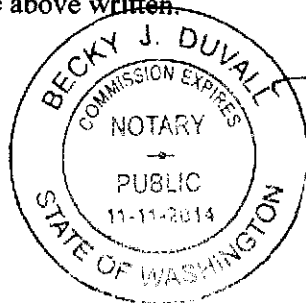
Dated 1/5/2012

Patricia J Twombly
PATRICIA J. TWOMBLY

STATE OF Washington
County of Skagit :ss.

On this 5th day of January, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Grant & Patricia Twombly, to me known to be the individuals described in and who executed the within and foregoing document, and acknowledged to me that they signed the same as their voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Becky J Duwall
NOTARY PUBLIC in and for the State of
Washington, residing at 301 E Fairhaven Ave
My Commission Expires: 11-11-2014

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