

Return address:

Pat Hayden



201202080061

Skagit County Auditor

2/8/2012 Page

1 of

16

2:30PM

Document Title:

Stipulation + Order/Judgment

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_

1. ~~At~~ Hanson, Angela
2. Cahill, Estate of (Angela Hanson as PR)

Grantee(s):

additional grantee names on page \_\_\_

1. Wisherd, Donald
- 2.

Abbreviated legal description:

full legal on page(s) \_\_\_

Lot 12, Plat of Camelot in the Skagit

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

1780663/4372-000-1012-0008

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA  
2012 FEB -8 PM 2:21

IN THE SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

ANGELA HANSON,  
Plaintiff,

and

DONALD WISHERD  
Defendant.

No. 10-2-01235-7

STIPULATION AND ORDER/  
JUDGMENT

DONALD WISHERD,  
Third Party Plaintiff,

vs.

ANGELA HANSON in her capacity as  
Personal Representative for the Estate of  
Emma Cahill,  
Third Party Defendant.

I. REAL PROPERTY JUDGMENT SUMMARY

- 1. Assessor's property tax parcel/account number: P80663 / 4372-000-1012-0008
- 2. Legal Description: Lot 12, "PLAT OF CAMELOT ON THE SKAGIT", as per Plat recorded in Vol. 12 of Plats, pages 8, 9, and 10, records of Skagit County, Washington; Situated in Skagit County, Washington.
- 3. Grantee: Donald Wisherd, as his separate property, 36191 Cape Horn Rd., Sedro-Woolley, WA 98284
- 4. Attorney for Grantee: Patrick M. Hayden, Law Office, PO Box 454, Sedro-Woolley, WA 98284
- 5. Grantor: Angela Hansen, dealing in her separate property, and as personal

STIPULATION AND ORDER/JUDGMENT - 1



201202080061  
Skagit County Auditor

ORIGINAL

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

1 representative for the Estate of Emma Ernamae Cahill.

2 **6. Attorney for Grantor:** Nathan L. McAllister, Attorney at Law, 1313 East Maple Street,  
3 Suite 210, Bellingham, WA 98225

4 **II. STIPULATION**

5 The Plaintiff, Angela Hanson, being represented by her attorney, Nathan McAllister, and  
6 the Defendant and Third-Party Defendant, Donald Wisherd, being represented by his attorney,  
7 Patrick M. Hayden, and the Third-Party Defendant, Angela Hanson as Personal Representative  
8 of the Estate of Emma Ernamae Cahill, being represented by Nathan McAllister, and the parties  
9 having resolved this case by agreement, now, therefore, the parties hereby stipulate as follows:

10 1. All right, title and interest of Angela Hanson, dealing in her separate property, and of  
11 the Estate of Emma Cahill, and Angela Hanson as Personal Representative thereof, in that real  
12 property legally described as follows:

13 Lot 12, "PLAT OF CAMELOT ON THE SKAGIT", as per plat recorded in  
14 Volume 12 of Plats, pages 8, 9, and 10, records of Skagit County, Washington.  
15 Situate in the County of Skagit, State of Washington.

16 shall be conveyed by judgment to Donald Wisherd, as his separate property.


17 2. Donald Wisherd shall execute and deliver to Attorney Nathan McAllister a  
18 Promissory Note to Angela Hanson, as her separate property, in the amount of \$30,737.34, due  
19 on or before April 30, 2012, secured by a Deed of Trust on the above-described real property, in  
20 the form attached.


21 3. Each party shall bear their own costs and attorney fees in this matter.

22 4. The remaining claims, counterclaims, and third-party claims of the parties shall be  
23 dismissed with prejudice, each party to pay their own costs and attorney fees.

24 5. This Stipulation and Order is intended to be a full, final and complete settlement of the  
25 issues raised in this case.

26 DATED: December 29, 2011.

27   
28 \_\_\_\_\_  
29 Nathan McAllister, WSBA#37964  
30 Attorney for Angela Hanson, individually  
and as PR of Emma Cahill Estate

27   
28 \_\_\_\_\_  
29 Patrick M. Hayden, WSBA#11061  
30 Attorney for Donald Wisherd



1  
2 **III. ORDER/JUDGMENT**

3 THIS MATTER having come on before the undersigned Judge of the above-entitled  
4 Court on the foregoing Stipulation, the Court having reviewed the files and records herein and  
5 being fully advised in the premises, now, therefore,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. All right, title and interest of Angela Hanson, individually, and of Angela Hanson as  
8 Personal Representative of the Estate of Emma Ernae Cahill, Skagit County Superior Court  
9 Cause No. 08-4-00291-8, in the following described real property:

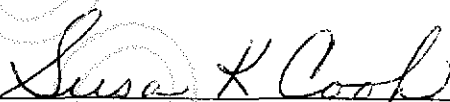
10 **Lot 12, "PLAT OF CAMELOT ON THE SKAGIT", as per plat recorded in**  
11 **Volume 12 of Plats, pages 8, 9, and 10, records of Skagit County, Washington.**  
12 **Situate in the County of Skagit, State of Washington.**

is hereby awarded to Donald Wisherd, as his separate property.

13 2. Donald Wisherd shall execute and deliver to Nathan McAllister the Promissory Note  
14 and Deed of Trust in the form attached, to be recorded with this Judgment.

15 3. All other claims, counterclaims, and third-party claims of the parties are dismissed with  
16 prejudice, each party to pay their own costs and attorney fees.

17 DATED: 2-8, 2012.

18   
19 \_\_\_\_\_  
20 Judge/Commissioner

21 Presented by:

22 

23 \_\_\_\_\_  
24 Patrick M. Hayden, WSBA#11061  
25 Attorney for Donald Wisherd

26 Approved for Entry;  
27 Notice of Presentation Waived:

28 

29 \_\_\_\_\_  
30 Nathan McAllister, WSBA#37964  
31 Attorney for Angela Hanson, individually  
32 and as PR of Emma Cahill Estate



201202080061  
Skagit County Auditor

2/8/2012 Page 4 of 16 2:30PM

UNOFFICIAL DOCUMENT

A. Promissory Note



201202080061

Skagit County Auditor

PROMISSORY NOTE

\$30,737.34

December 6, 2011  
Date

Sedro Woolley, Washington  
City, State

FOR VALUE RECEIVED, DONALD WISHERD, hereinafter "Maker" promises to pay to ANGELA HANSON, hereinafter "Holder" at \_\_\_\_\_

or other such place as may be designated by the Holder from time to time, the principal sum of Thirty Thousand Seven Hundred Thirty-Seven and 34/100 Dollars (\$30,737.34), with no interest thereon unless past due, as follows:

1. **INSTALLMENT PAYMENTS:** Maker shall pay, (check one)

a.  **NO INSTALLMENTS.** No installment payments are required.

b.  **PRINCIPAL and INTEREST INSTALLMENTS** of \_\_\_\_\_ Dollars (\$\_).

c.  **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the \_\_\_\_\_ day of \_\_\_\_\_,

and shall continue on the \_\_\_\_\_ day of each succeeding: (check one)

calendar month     third calendar month     sixth calendar month

twelfth calendar month     Other: \_\_\_\_\_

2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on the 30<sup>th</sup> day of April, 2012.

*30<sup>th</sup>*



COPY

COPY

3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (12%) per annum during such period of Maker's default under this Note.
4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** N/A.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

DRW

Maker (Initials)

AA

Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within 30 days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

LPB 28A-05  
Page 2 of 4



201202080061  
Skagit County Auditor

11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

\_\_\_\_\_  
 Maker (Initials)

\_\_\_\_\_  
 Holder (Initials)

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

18. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.



201202080061  
 Skagit County Auditor

LPB 28A-05  
 Page 3 of 4

19. 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 or b is checked, then option "a" applies)

20. THIS NOTE IS SECURED BY  DEED OF TRUST,  MORTGAGE,   
\_\_\_\_\_ OF EVEN DATE.

Maker (signatures):

Donald R. Wisherd

Donald Wisherd

Maker's address for all notices given by Holder under this Note: **36191 Cape Horn Rd.**  
**Sedro-Woolley, WA 98284**

---

**DO NOT DESTROY THIS NOTE**

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

LPB 28A-05  
Page 4 of 4



201202080061  
Skagit County Auditor

UNOFFICIAL DOCUMENT

B. Deed of Trust



201202080061  
Skagit County Auditor

When recorded return to:

COPY

**DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 6 day of December, 2011, between DONALD WISHERD, a single man as GRANTOR, whose address is: 36191 Cape Horn Rd., Sedro-Woolley, WA 98284, and LAND TITLE COMPANY OF SKAGIT COUNTY, as TRUSTEE, whose address is: P.O. Box 445, Burlington, WA 98233, and ANGELA HANSON, as her separate estate, as BENEFICIARY, whose address is: \_\_\_\_\_

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 12, "PLAT OF CAMELOT ON THE SKAGIT", as per plat recorded in Volume 12 of Plats, pages 8, 9, and 10, records of Skagit County, Washington.  
Situate in the County of Skagit, State of Washington.

Abbreviated Legal: (Required if full legal not inserted above.)  
Lot 12, "PLAT OF CAMELOT ON THE SKAGIT"

Tax Parcel Number(s): 4372-000-012-0008/P80663

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 Thirty Thousand Seven Hundred Thirty-Seven and 34/100 Dollars (\$30,737.34) 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

LPB 22-05(i)  
Page 1 of 5



201202080061  
Skagit County Auditor

COPY

advanced or loaned by Beneficiary to Grantor, or any of his/her/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 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; 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 the interest in the property which Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 an action or



proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

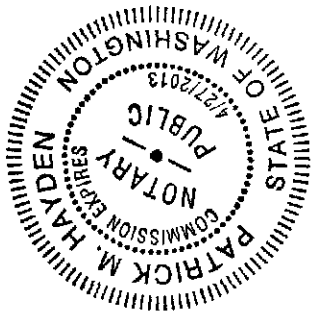
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Donald R Wisherd  
Donald Wisherd

STATE OF WASHINGTON )  
  : ss.  
COUNTY OF SKAGIT     )

I certify that I know or have satisfactory evidence that DONALD WISHERD is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument..

DATED: Dec 6, 2011



Patrick Hayden  
Print Name: Patrick Hayden  
NOTARY PUBLIC in and for the State of Washington  
Residing at Sedro-Woolley  
My appointment expires: 4/27/13



201202080061  
Skagit County Auditor

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.

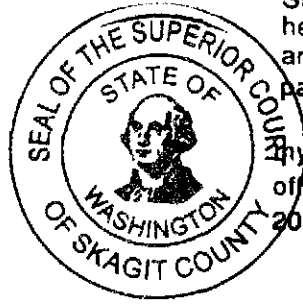
Dated: \_\_\_\_\_  
\_\_\_\_\_



UNOFFICIAL DOCUMENT

State of Washington, } ss.  
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 14 pages, now on file in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 8 day of Feb, 2012. Nancy K. Scott, County Clerk.

By *Nancy K. Scott*  
Deputy Clerk



201202080061  
Skagit County Auditor