

When recorded return to:
Earline M Swanson
6130 Hobson Rd
Bow, WA 98232



2/15/2012 Page 1 of 5 11:06AM

Filed for record at the request of:



**CHICAGO TITLE
COMPANY**

425 Commercial
Mount Vernon, WA 98273

Escrow No.: 620014354

CHICAGO TITLE
620014354

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 23rd day of January, 2012 between

Lowell C. Dayton and Sandra L. Dayton, co-trustees of the L&S Dayton Family Trust, dated December 20, 2010

as GRANTOR(S),
whose address is 410 S Spruce, Burlington, WA 98233

and

Chicago Title Company

as TRUSTEE,
whose address is 425 Commercial, Mount Vernon, WA 98273

and

Earline M Swanson, a single person, as her separate estate

as BENEFICIARY,
whose address is 6130 Hobson Road, Bow, WA 98232

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): PTN TRACT 23 UNRECORDED SURVEY OF COLONY MOUNTAIN AND PTN SE SE,
22-36-03 AND PTN NE NE, 27-36-03

Tax Parcel Number(s): P48083, P48399, P130509, 360322-4-004-0007, 360327-1-001-0001,
360323-3-005-1105

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(s) herein contained, and payment of the sum of Four Hundred Thousand And No/100 Dollars (\$400,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(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 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(s) covenant(s) and agree(s):

DEED OF TRUST
(continued)

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.

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(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 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(s) 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.



201202150021
Skagit County Auditor

DEED OF TRUST
(continued)

- 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(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.

L&S Dayton Family Trust, dated December 20, 2010

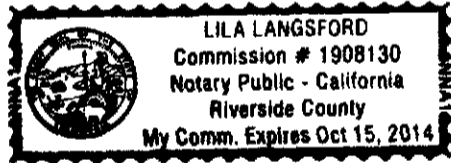
BY: [Signature]
Lowell C. Dayton, co-trustee

BY: [Signature]
Sandra L. Dayton, co-trustee

State of California
County of Riverside

I certify that I know or have satisfactory evidence that Lowell C. Dayton
Sandra L. Dayton is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as _____ of L&S Dayton Family Trust, dated December 20, 2010 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 27, 2012



[Signature]
Name: Lila Langsford
Notary Public in and for the State of California
Residing at: 47549 Calle Rosarito, Indio, CA 92201
My appointment expires: Oct. 14, 2012

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P48083, P48399, P130509, 360322-4-004-0007, 360327-1-001-0001 and 360323-3-005-1105

That portion of said Tract 23 of the unrecorded survey of Colony Mountain in Section 23, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point on the westerly line of said Section 23, a distance of 482.39 feet from the southwest corner of said Section 23;
Thence North 01 degrees 34'14" West along said westerly line, a distance of 244.98 feet to the point of curvature of a non-tangent curve to the left having a radius of 320.00 feet, the center of said curve bears North 14 degrees 17'20" East;
Thence easterly along said curve through a central angle of 49 degrees 14'52" and an arc distance of 275.05 feet;
Thence North 55 degrees 02'28" East, a distance of 104.25 feet to the point of curvature of a curve to the left having a radius of 25.00 feet;
Thence northeasterly along said curve through a central angle of 93 degree 00'53" and an arc distance of 40.59 feet to a point on the southwesterly line of the Colony Mountain Road and point of curvature of a non-tangent curve to the right having a radius of 1050.00 feet, the center of said curve bears South 51 degrees 56'54" West;
Thence southeasterly along the southwesterly line of said Colony Mountain Road and said curve through a central angle of 12 degrees 29'10" and an arc distance of 228.82 feet to the southeast corner of said Tract 23;
Thence South 67 degrees 24'18" West, a distance of 505.62 feet to the point of beginning of this description.

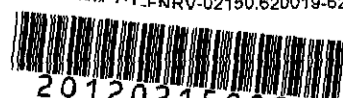
TOGETHER WITH that portion of the northeast quarter of the northeast quarter of Section 27, Township 36 North, Range 3 East, W.M., lying northeasterly of a line which runs direct from the southeast corner of said northeast quarter of the northeast quarter to the northwest corner of said northeast quarter of the northeast quarter;

ALSO TOGETHER WITH the southeast quarter of the southeast quarter of Section 22, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion of the southeast quarter of the southeast quarter of Section 22, Township 36 North, Range 3 East, W.M. described as follows:

Beginning at a point on the easterly line of said Section 22, a distance of 727.37 feet from the southeast corner of said Section 22;
Thence North 01 degrees 34'14" West along said westerly line, a distance of 498.18 feet to a point which lies 84.8 feet from the northeast corner of the southeast quarter of the southeast quarter of said Section 22;
Thence North 45 degrees 53'28" West, a distance of 121.34 feet to a point on the north line of the southeast quarter of the southeast quarter of Section 22 which lies 84.8 feet from the northeast corner of the southeast quarter of the southeast quarter of said Section 22;
Thence South 89 degrees 47'18" West along the north line of the southeast quarter of the southeast quarter of said Section 22, a distance of 75.27 feet;
Thence South 01 degrees 34'14" East, a distance of 513.51 feet;
Thence South 65 degrees 14'01" East, a distance of 117.72 feet to the point of curvature of a curve to the left having a radius of 320.00 feet;
Thence easterly along said curve through a central angle of 10 degrees 28'39" and an arc distance of 58.42 feet to the east line of the southeast quarter of the southeast quarter of said Section 22 and point of beginning of this description.

Situated in Skagit County, Washington.



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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Earline M Swanson, a single person, as her separate estate

_____	Signature	_____	Date
By: _____	Print Name		
Its: _____	Print Title		

