



201205290204  
Skagit County Auditor

5/29/2012 Page 1 of 5 1:17PM

WHEN RECORDED RETURN TO

Name SCHACHT & HICKS INC PS

Address PO BOX 1165

City, State, Zip MOUNT VERNON WA 98273



**Land Title Company**

FILED FOR RECORD AT REQUEST OF 4670  
ACCOMMODATION RECORDING

**Deed of Trust**

*(For Use in the State of Washington Only)*

THIS DEED OF TRUST, made this 24th day of May, 2012, between  
PAUL A. KOETJE, GRANTOR,  
whose address is 21132 Mann Road, Mount Vernon, WA 98273,  
LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is  
P.O. Box 445, Burlington, Washington, and  
JAY P. KOETJE, BENEFICIARY,  
whose address is 16536 Moberg Road, Mount Vernon, WA 98273,  
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the  
following described real property in Skagit County, Washington:

Tax Parcels: P16891 and P16866

That property described in EXHIBIT "A" attached hereto and by  
reference made a part hereof.

Ptn Gout lot 4, 19-3B-4 E W.M.

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 the obligations under an agreement of even date  
herewith.

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 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; (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 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 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. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on 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.

*Paul A. Koetje*  
.....  
PAUL A. KOETJE  
.....  
.....  
.....

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

STATE OF WASHINGTON }  
COUNTY OF } ss.

On this day personally appeared before me  
PAUL A. KOETJE

On this.....day of ....., before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared .....

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that.....he.....is the same as.....his..... free and voluntary act and deed, for the uses and purposes therein mentioned.

to me known to be the ..... President and..... Secretary, respectively of..... the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ..... authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

*D. J. [Signature]*  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
My appointment expires: 7.10.12

Witness my hand and official seal hereto affixed the day and year first above written.  
.....  
Notary Public in and for the State of Washington,  
residing at .....  
My appointment expires: .....

**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 .....

.....  
.....



201205290204  
Skagit County Auditor

That part of Government Lot 4, Section 19, Township 33 North, Range 4, East W.M., described as follows:

Commencing 30 feet West of the southwest corner of vacated Lot 17, Block 4, "Town of Fir"; thence running West to the Township line of Township 33 North, Range 3, East W.M.; thence North 11 rods and 3 feet; thence East to the Street on the West side of said Block 4 in the "Town of Fir"; thence South to the point of beginning; EXCEPT that portion thereof, if any, which lies North of a line 280 feet South of a line 17 rods (280 feet) South of the North line of Block 4, "Town of Fir" (Said 17 rods being measured along the West line of said Section 19).

ALSO vacated Lots 17 and 18, Block 4, "Fir, Skagit County, Washington", according to plat recorded in Volume 2 of Plats, page 18, records of Skagit County, Washington.

Lots 15 and 16, Block 4, "Fir Skagit County, Washington", according to Plat recorded in Volume 2 of Plats, page 18, records of Skagit, County, Washington.

EXHIBIT "A" - page 1



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Skagit County Auditor

LEGAL DESCRIPTION FOR PAUL A. KOETJE

Dike District No. 2 to Koetje - Fee

That part of Government Lot 4, Section 19, Township 33 North, Range 4 East W.M., described as follows:

All those portions of Lots 10 through 16, Block 3 of "Fir, Skagit Co., Wash.", and of vacated streets abutting, according to the Plat recorded in Volume 2 of Plats, page 18, records of Skagit County, Washington, lying Westerly of the following described line: Commencing at the intersection of the North line of the unnamed street abutting the North line of said Block 3 with the West line of First Street as platted therein, as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200210170040, records of said County and State;

thence South  $89^{\circ}08'16''$  East, along said North line, 125.35 feet to the **TRUE POINT OF BEGINNING** of said described line, said point lying on a curve to the right, the center of which bears South  $82^{\circ}33'42''$  West and is 813.01 feet distant, said point lying 35.00 feet West of, as measured at right angles to, the as-constructed center line of the Mann Road;

thence Southerly, following said curve to the right and parallel with said center line, through a central angle of  $7^{\circ}56'06''$  for an arc distance of 115.36 feet to the end of said curve;

thence South  $00^{\circ}29'48''$  West, parallel with said center line, 184.93 feet to the North line of said Lot 10 and the **TRUE POINT OF BEGINNING** of said described line;

thence continuing South  $00^{\circ}29'48''$  West, parallel with said center line, 50.83 feet to the beginning of a curve to the left, said curve having a radius of 973.51 feet;

thence Southerly, following said curve to the left and parallel with said center line, through a central angle of  $11^{\circ}13'12''$  for an arc distance of 190.64 feet to the South line of the unnamed street abutting the South line of said Block 3 and the end of said described line.

Situate in the County of Skagit, State of Washington.

EXHIBIT "A" - page 2



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Skagit County Auditor

LEGAL DESCRIPTION FOR PAUL A. KOETJE

Dike District No. 2 to Koetje – Access Easement

That part of Government Lot 4, Section 19, Township 33 North, Range 4 East W.M., described as follows:

All those portions of the unnamed street abutting the South line of Block 3, "Fir, Skagit Co., Wash.", according to the Plat recorded in Volume 2 of Plats, page 18, records of Skagit County, Washington, and of the South 30.00 feet of said Block 3, lying Easterly of the following described line:

Commencing at the intersection of the North line of the unnamed street abutting the North line of said Block 3 with the West line of First Street as platted therein, as said point is shown on that certain Record of Survey recorded under Auditor's File No. 200210170040, records of said County and State;

**thence** South 89°08'16" East, along said North line, 125.35 feet to the **TRUE POINT OF BEGINNING** of said described line, said point lying on a curve to the right, the center of which bears South 82°33'42" West and is 813.01 feet distant, said point lying 35.00 feet West of, as measured at right angles to, the as-constructed center line of the Mann Road;

**thence** Southerly, following said curve to the right and parallel with said center line, through a central angle of 7°56'06" for an arc distance of 115.36 feet to the end of said curve;

**thence** South 00°29'48" West, parallel with said center line, 184.93 feet to the North line of Lot 10 of said Block 3 and the **TRUE POINT OF BEGINNING** of said described line;

**thence** continuing South 00°29'48" West, parallel with said center line, 50.83 feet to the beginning of s curve to the left, said curve having a radius of 973.51 feet;

**thence** Southerly, following said curve to the left and parallel with said center line, through a central angle of 11°13'12" for an arc distance of 190.64 feet to the South line of the unnamed street abutting the South line of said Block 3 and the end of said described line.

Situate in the County of Skagit, State of Washington.

EXHIBIT "A" - page 3



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