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Skagit County Auditor

6/18/2012 Page

1 of

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**AFTER RECORDING MAIL TO:**

John P. Livingston  
Attorney at Law, PLLC  
119 N. Commercial St., Ste. 380  
Bellingham, Washington 98225

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**DEED OF TRUST**

**Grantor(s):** Estate of Henry F. Tomasko, by Jaccobb John Tomasko and Timothy Troy Tomasko, Co-Personal Representatives  
Jaccobb John Tomasko, a married man as his separate property  
Timothy Troy Tomasko, a married man as his separate property

**Grantee(s):** (1) Jaccobb John Tomasko and Timothy Troy Tomasko or their successor trustees, as Trustees of the Logan M. Tomasko Special Needs Trust

(2) Land Title Company

**Abbreviated Legal Description:** ANACORTES LTS 1-10, BLK 233

**Assessor's Parcel Number :** 3772-233-010-0005 / P56331

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THIS DEED OF TRUST is between THE ESTATE OF HENRY F. TOMASKO, Deceased ("Grantor"), by and through JACCOBB JOHN TOMASKO and TIMOTHY TROY TOMASKO, its duly appointed and acting Co-Personal Representatives; JACCOBB JOHN TOMASKO, a married man as his separate property, whose street address is 2703 D Avenue, Anacortes, Washington 98221 and TIMOTHY TROY TOMASKO, a married man as his separate property, whose street address is 1607 B Avenue, Anacortes, Washington 98221 (jointly and severally, "Guarantors"); LAND TITLE COMPANY, whose street address is 111 East George Hopper Road, Post Office Box 445, Burlington, Washington 98233 ("Trustee"); and JACCOBB JOHN TOMASKO and TIMOTHY TROY TOMASKO or their successor trustees, as Trustees of the LOGAN M. TOMASKO SPECIAL NEEDS TRUST (collectively, "Beneficiary").

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following real property, situated in the County of Skagit, State of Washington:

Lots 1 through 10, inclusive, Block 233, "Map of the City of Anacortes, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County.

Subject to: restrictions, reservations, and easements of record, if any.

Situated in the County of Skagit, State of Washington.

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

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and to provide security to Beneficiary in the event of Grantor's default on that certain promissory note from Grantor to Beneficiary in the amount of forty thousand dollars (\$40,000.00) of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable on September 12, 2020.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust, plus the total debt secured by any superior Deeds of Trust or other security instruments encumbering the property. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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

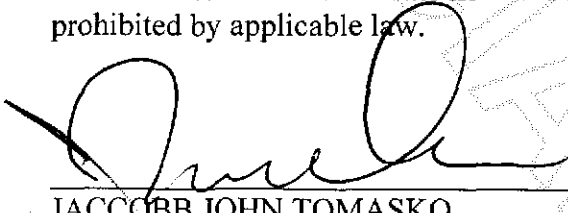


search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, liens, encumbrances, or other charges against the property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

  
JACCOBB JOHN TOMASKO  
As Co-Per. Rep. and Individually

  
TIMOTHY TROY TOMASKO  
As Co-Per. Rep. and Individually

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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.

11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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.


15. 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.

16. **PRIORITY.** This Deed of Trust shall have equal priority with the Deed of Trust for the benefit of CAMERON J. TOMASKO EDUCATIONAL TRUST, of even date herewith and secured against the same property, regardless of the sequence of recording of those two documents.

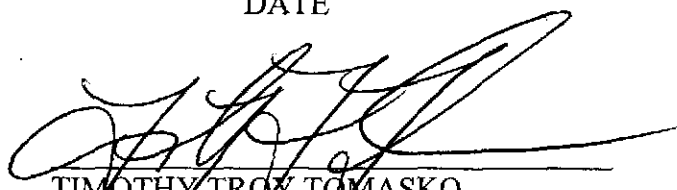
17. **Personal Guarantees; Delegation.** JACCOBB JOHN TOMASKO and TIMOTHY TROY TOMASKO personally guarantee the obligations of Grantor under this instrument. The duties of Grantor may be freely delegated to the distributees of the above-described property when it is conveyed from the ESTATE OF HENRY F. TOMASKO to the beneficiaries of that estate, and such distributees shall have the right to assume the underlying promissory note so as they agree in writing to do so, and the Due-on-Sale shall not be invoked upon that conveyance. Further delegations are not allowed without the Beneficiary's consent.



12/22/10  
DATE

  
JACCOBB JOHN TOMASKO  
Individually and as Co-Per. Rep. of the  
Estate of Henry F. Tomasko, Deceased

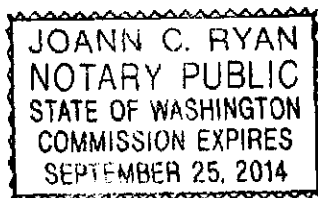
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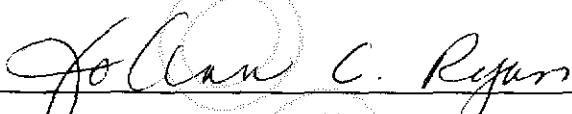
  
TIMOTHY TROY TOMASKO  
Individually and as Co-Per. Rep. of the  
Estate of Henry F. Tomasko, Deceased

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS.

I certify that I know or have satisfactory evidence that JACCOBB JOHN TOMASKO is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, in his individual capacity and as Co-Personal Representative of the ESTATE OF HENRY F. TOMASKO, Deceased, to be the free and voluntary act and deed of such parties for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of DEC., 2010.



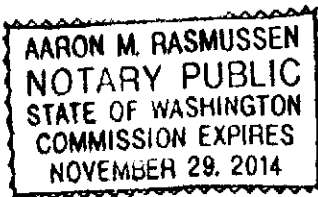
  
NOTARY PUBLIC in and for the State of Washington  
residing at ANACORTES  
My appointment expires 9-25-14

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

I certify that I know or have satisfactory evidence that TIMOTHY TROY TOMASKO is the person who appeared before me, and said person acknowledged that he signed the foregoing instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it, in his individual capacity and as Co-Personal Representative of the ESTATE OF HENRY F. TOMASKO, Deceased, to be the free and voluntary act and deed of such parties for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of December, 2010.



[Signature]  
NOTARY PUBLIC in and for the State of Washington

residing at Anacortes

My appointment expires 11-29-14

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: \_\_\_\_\_

\_\_\_\_\_  
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