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Skagit County Auditor

6/18/2012 Page

1 of

5 11:18AM

AFTER RECORDING RETURN TO:

PMI

P.O. Box 891

Burlington, WA 98233

GUARDIAN NORTHWEST TITLE CO.

103637-2

DEED OF TRUST

THIS **DEED OF TRUST**, made this 14th day of June, 2012, by and between **Timothy Ray Daniels and Raenetta K. Daniels**, Grantor, whose mailing address is 701 Anacortes St., Burlington, WA. 98233; **FIRST AMERICAN TITLE COMPANY**, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; and **Mike Cossairt and Anne Cossairt, husband & wife**, Beneficiary, whose mailing address is 231 Claremont Pl., Mount Vernon, WA 98274 *WITNESSETH*: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): P23314

Section 1, Township 34 North, Range 4 East; Ptn. Gov't Lot 6, Records Of Skagit County, Washington

Subject to restrictions, encumbrances, easements and conditions of record.

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 of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Twenty One Thousand Five Hundred Dollars & No/100 (\$21,500.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, 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.

DEED OF TRUST

Page 1

To protect the security of this Deed of Trust, Grantor(s) covenant and agree:

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 herein above 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 his 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 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.



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Timothy Ray Daniels
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Raenetta K. Daniels

A circular notary seal for Barry Conway Ford, a Notary Public in the State of Washington. The seal features the text "BARRY CONWAY FORD" at the top, "NOTARY PUBLIC" in the center, "STATE OF WASHINGTON" at the bottom, and "COMMISSION EXPIRES 5-09-16" on the right side. The seal is surrounded by a decorative border of small dots.

6/18/2012 Page 4 of 5 11:18AM

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Skagit, State of Washington, described as follows:

PARCEL "A":

That portion of Government Lot 6 in Section 1, Township 34 North, Range 4 East, W.M., lying Westerly of the Westerly line of the Northern Pacific Railway Company right-of-way, Easterly of the Easterly line of the paved State Road, and Southerly of a fence which runs between a point on said Westerly line of said railway which is 549.7 feet Northerly of the point of intersection of said Westerly line with the Easterly line of said paved State Road (said "Point of Intersection" having been identified on the record as being 332-1/2 feet East and 1139 feet South of the intersection of the center lines of the Pickering and State Roads), and a point on said Easterly line of said road which is 537 feet Northerly of said point of intersection; EXCEPT that portion of said property, if any, lying within the boundaries of a tract conveyed to Lois W. McAdow by deed dated March 16, 1950 and filed April 12, 1954 as File No. 500211.

EXCEPTING from the above premises the North 162 feet thereof and the South 210 feet thereof.

Parcel "B":

That portion of the West 50 feet of the former railroad right-of-way described below lying between the North and South boundaries of the property described herein extended Easterly 50 feet, more or less, to the centerline of the former railroad right-of-way parcel:

That portion of Government Lots 2 and 6, Section 1, Township 34 North, Range 4 East, W.M., and that portion of the Southwest 1/4 of the Southeast 1/4, and of the East 1/2 of the Southwest 1/4, and of the Southeast 1/4 of the Northwest 1/4, all in Section 36, Township 35 North, Range 4 East, W.M., described as follows:

A strip of land 100.00 feet in width as conveyed to the Seattle Lake Shore and Eastern Railway Company by instruments recorded in Volume 10 of Deeds, page 32, on January 22, 1890, and as conveyed to the S. & I. Railway Company by instrument recorded in Volume 37 of Deeds, page 227, on March 21, 1899, records of Skagit County, Washington.

EXCEPT any portion conveyed to Robert L. Mumford by instrument recorded in Volume 532 of Official Records, page 70, under Auditor's File No. 8309290021.

ALSO, EXCEPT from Parcels "A" and "B", the following described Tract:

Beginning at the intersection of the East line of State Highway No. 9 with the Northwest corner of Parcel "A" of those premises conveyed to Errol Hanson by Deed recorded November 12, 1999, under Auditor's File No. 199911120059; thence Northerly along said West line a distance of 24 feet 5 inches; thence Easterly to a point on the centerline of the 100 foot wide strip of land conveyed to the Seattle, Lake Shore and Eastern Railway Company by instrument recorded January 22, 1890 in Volume 10 of Deeds, page 32, which is 21 feet 6 inches North of the Northeast corner of Parcel "B" of the above referenced Hanson Deed; thence Southerly along said centerline 21 feet 6 inches to said Northeast corner of Parcel "B"; thence Westerly along the Northerly line of said Parcel "B" and said Parcel "A" to the point of beginning.

Parcel "C":

The North 145.37 feet (as measured along the West line) of the following described parcel:

That portion of the East 50 feet of a strip of land 100 feet in width through Government Lot 6, Section 1, Township 34 North, Range 4 East, W.M., as conveyed to the Seattle Lake Shore & Eastern Railway Co. by deed recorded January 22, 1890, in Volume 10 of Deeds, Page 32, records of Skagit County, Washington, lying Southerly of the Southerly line of that portion of said 100 foot strip conveyed to Jack R. Moore, by deed recorded June 26, 1990, under Auditor's File No. 9006260012, records of County and State.

EXCEPT that portion, if any, lying within State Highway 9 and Front Street



201206180168
Skagit County Auditor

6/18/2012 Page

5 of

5 11:18AM