



201206250112

Skagit County Auditor

6/25/2012 Page 1 of 6 12:26PM

When recorded return to:

James A. Cook, Jr.
26135 Minkler Road
Sedro Woolley, WA 98284

DOCUMENT TITLE: DEED OF TRUST
GRANTOR: BROOKINGS, GEORGE, and BROOKINGS, WENDY
GRANTEE/BENE.: COOK, JAMES A., JR., and COOK, TERRI E.
GRANTEE/TRUSTEE: GUARDIAN NORTHWEST TITLE AND ESCROW COMPANY
LEGAL DESC.: S36, T36N, R04E
TAX PARCEL NO: 360436-3-001-0203 P50803

DEED OF TRUST

THIS DEED OF TRUST, made this 22nd day of June, 2012 between GEORGE BROOKINGS and WENDY BROOKINGS, as GRANTOR(S), whose address is 5523 BROOKINGS ROAD, SEDRO-WOOLLEY, WA 98284, and GUARDIAN NORTHWEST TITLE & ESCROW, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273, as TRUSTEE, and James A. Cook, Jr. and Terri E. Cook, husband and wife, whose address is 26135 Minkler Road, Sedro Woolley, WA 98284, as BENEFICIARIES.

WITNESSETH: Grantors, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the indebtedness evidenced by the promissory note of even date, with interest thereon, and any other sums payable thereunder and hereunder, and to secure the performance of the obligations contained herein, grant, bargain, sell and convey to Trustee and its successors and assigns forever, in trust, with power of sale, right of entry, and possession and for the benefit of the Beneficiaries, all of Grantor's estate, right, title, interest, claim and demand in the property located in Skagit County, State of Washington, described as follows:

- (a) Legal Description: Attached Hereto As Exhibit "A" and incorporated herein by this reference.
- (b) All buildings, structures and other improvements now or hereafter erected on the real property;
- (c) All fixtures and trade fixtures used in association with the improvements on the real property;
- (d) All personal property placed upon or used in conjunction with the real property;
- (e) All of the Grantors' rights as landlord in and to all existing and future leases and tenancies, whether written or oral, and any issues or profits thereof.
- (f) The rights to the proceeds of sale of any of the foregoing.

Together with Equipment and Fixtures as described on Exhibit B, attached hereto

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(s) contained in this Deed of Trust, and payment of the sum of ONE HUNDRED FOUR THOUSAND AND NO/100 DOLLARS (US)

Dollars (\$ 104,000.00)

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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be 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 in full on SEPTEMBER 22, 2012.

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

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.
7. DUE ON SALE: (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's

LPB 22A-05(i)
Page 2 of 6



201206250112
Skagit County Auditor

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.

JB
Grantor initials

JC
Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby 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.
5. 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 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(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.

LPB 22A-05(i)
Page 3 of 6



201206250112
Skagit County Auditor

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. (X) None

b. () As set forth on the attached Exhibit _____ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

George Brookings James Cook
Wendy Brookings Terri Cook

STATE OF Washington

COUNTY OF Skagit

ss.

I certify that I know or have satisfactory evidence that

James + Terri Cook

George + Wendy Brookings

(is/are) the person(s) who appeared

before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument..

Dated:

6/27/12

Debra J. Boyd

Notary name printed or typed:

Notary Public in and for the State of

Residing at Lynn, WA

My appointment expires:

April 27, 2015

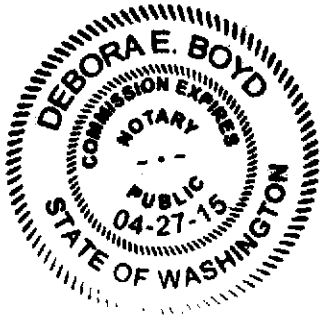


EXHIBIT A

LEGAL DESCRIPTION

Parcel: P50803

XrefID: 360436-3-001-0203

Quarter: 03 Section: 36 Township: 36 Range: 04

(28.9600ac)CU F & AG AF#201204230207 PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; BEGINNING AT NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG NORTH LINE 566.50 FEET; THENCE SOUTH PARALLEL WITH EAST LINE 990 FEET; THENCE EAST 261.36 FEET; THENCE SOUTH PARALLEL TO EAST LINE 300 FEET MORE OR LESS TO A POINT 40 FEET NORTH OF SOUTH LINE SAID SUBDIVISION; THENCE EAST PARALLEL TO SOUTH LINE 305.15 FEET TO EAST LINE; THENCE NORTH ALONG EAST LINE 1290 FEET MORE OR LESS TO POINT OF BEGINNING. TOGETHER WITH THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 4 EAST. TOGETHER WITH A 40 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 40 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, ALSO TOGETHER WITH A 40 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 40 FEET AND THE EAST 40 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 4 EAST.

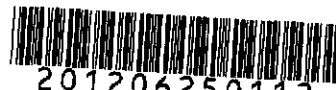


201206250112
Skagit County Auditor

EXHIBIT B

EQUIPMENT AND VEHICLES

- 1) 1991 Kenworth Dump Truck LIC: B36432A VIN: 1NKDLB9X3MS567803
- 2) 1987 Circle J Stock Trailer LIC: 1588RM VIN: 1WZL252J987129622
- 3) 1996 3-Axle Tilt Bed-DYNAW LIC: 0424SU VIN: 4U181AFX1T1X33213
- 4) 1984 Peterbuilt Log Truck LIC: A83575D VIN: 1XP9LB9X2EP168066
- 5) 1994 Toyota Pick-Up Truck LIC: A07859Y VIN: 4TAVN13D8RZ173829
- 6) 1972 PEERL 7LOG LIC: 7763XK VIN: 724734
- 7) 1987 PEERL PONY LIC: 5485XC VIN: 1PLW04432HWF70390
- 8) D7F 94N5817 3P5742
- 9) Raygo Compactor 410A
- 10) 235 Cat Yoder



201206250112
Skagit County Auditor