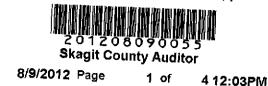
### AFTER RECORDING RETURN TO:



PHILLIP J. HABERTHUR Schwabe, Williamson & Wyatt 700 Washington Street, Suite 701 Vancouver, WA 98660

# LAND TITLE OF SKAGIT COUNTY

143335.F

## APPOINTMENT OF SUCCESSOR TRUSTEE

Grantor: KeyBank National Association

Grantee: Phillip J. Haberthur

Abbreviated Legal: Sunset Industrial Park – S/P SW-01-93 BSP, Lot 10

Tax Parcel ID No.: (P105295) 8003-000-010-0009

Related Document Ref. No: 200705160077

Pursuant to the Revised Code of Washington, Chapter 61.24

## KNOW ALL MEN BY THESE PRESENTS:

That DLK Investments, LLC is the Grantor, and Chicago Title is the Trustee, and KeyBank National Association is the Beneficiary, under that certain Deed of Trust dated May 15, 2007, and recorded on May 16, 2007, under Auditor's File No. 200705160077, records of Skagit County, Washington.

The undersigned, KeyBank National Association, who is the present Beneficiary under said Deed of Trust, desires to appoint a new trustee in the place and stead of the original trustee named above.

NOW, THEREFORE, the undersigned hereby appoints Phillip J. Haberthur, whose address is 700 Washington Street, Suite 701, Vancouver, Washington 98660, as Successor Trustee under said trust deed, to have all the powers of original Trustee effective forthwith.

1 - APPOINTMENT OF SUCCESSOR TRUSTEE (KEYBANK/DLK Investments) PDX/116211/151147/RB/9853254.1

This appointment of the Successor Trustee is deemed a resignation of the original trustee per RCW 61.24.010(2).	
DATED: August $\nearrow$ , 2012.	
	BENEFICIARY:
	KEYBANK NATIONAL ASSOCIATION
	By: SCI LAND
	T of D leath
	Print Name: SOBY PICKE!  Title: UP-Loan Workout Account  Manager
STATE OF ELLA	Manager
County of $\swarrow ( \backsim ( \lnot ) )$	
I certify that I know or have satisfactory of	evidence that Josh Pickett
is the person who appeared before me, and said instrument and on oath stated that he/she was au	person acknowledged that he/she signed this thorized to execute the instrument and
acknowledged it as $VP$ to be the free and voluntary act of such party for instrument.	
DATED: August <u>7</u> , 2012.	
MET COMMING	Notary Public in and for the State of WA.
	Print Name:  My Appointment Expires: 8-15-12

2 - APPOINTMENT OF SUCCESSOR TRUSTEE (KEYBANK/DLK Investments) PDX/116211/151147/RB/9853254.1



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#### **EXHIBIT "A"**

# PARCEL "A":

Lot 10 of Binding Site Plan No. SW-01-93, Sunset Industrial Park, recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington; being a portion of the Southwest ¼ of the Southeast ¼ of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, SEDRO ACREAGE, according to the plat thereof, recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across Sunset Park Drive, as shown on the face of said site plan.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

#### PARCEL "B":

An appurtenant non-exclusive easement for ingress, egress and utilities, as shown on the face of said Binding Site Plan.

Situated in the City of Sedro-Woolley, County of Skagit, State of Washington.

### **EXHIBIT "B"**

### **DESCRIPTION OF COLLATERAL**

All of Grantor's right, title and interest, now owned or hereafter acquired, in and to the following property and rights as described in the Deed of Trust:

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Dead of Trust as a security agreement are a part of this Dead of Trust.

Security Agreement. This instrument shell constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lander shell have all of the rights of a secured party under the Uniform Commercial Code as amonded from time to time

Security interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further exthorization from Grantor, file executed counterparts, copies or reproductions of the Deed of Trust as a financing statement. Grantor shall

reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it evallable to Lender within three [3] days after receipt of written demand from Lender to the extent permitted by applicable law.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds fincluding without limitation all insurance proceeds and retunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property

Real Property. "The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

201208090055 Skagit County Auditor

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