

WHEN RECORDED, RETURN TO:

Law Office of Alan R. Souders
913 Seventh Street
Anacortes, WA 98221



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Skagit County Auditor

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Deed of Trust

THIS DEED OF TRUST, made this 6th day of June, 2012, between Randolph H. Barrett and Jennifer Wingett, GRANTORS, whose address is 2420 Puget Way, Anacortes, WA 98221, Darcy James Swetnam, Attorney at Law, 913 Seventh Street, Anacortes, Washington, 98221, TRUSTEE, and Alan R. Souders, BENEFICIARY, whose address is 913 Seventh Street, Anacortes, Washington, 98221,

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Assessor's parcel no.
350121-0-11/P31554

SEE ATTACHMENT A

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 performance of each agreement of Grantors herein contained, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The total principal amount secured by this Deed of Trust at any one time shall not exceed the sum of THIRTY THOUSAND Dollars (\$30,000). This limitation of amount shall not include interest and other fees and charges validly made pursuant to this Security Instrument. Because the secured debt includes a line of credit for legal fees and costs, this Security Instrument will remain in effect until released.

To protect the security of this Deed of Trust, Grantors 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 Grantors. 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 Grantors 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.

6. Should Grantors 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: The property described in this Deed of Trust may not be sold or transferred without the Beneficiary's consent. Upon a breach of this provision, Beneficiary may declare all sums due under the promissory note and Deed of Trust immediately due and payable.

R.D. JW
Grantors (Initials)

ARS
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 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.

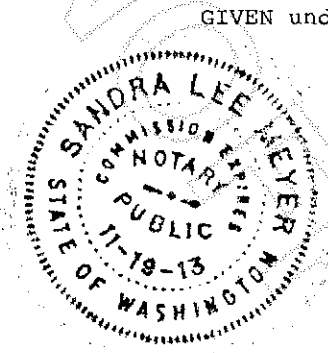
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.



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Jennifer Wingett, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of June 2012.



Sandra Lee Meyer
(Signature)

Sandra Lee Meyer
(Print Name)

NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes.
My appointment expires 19 NOV 2013.

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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ATTACHMENT A

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

PARCEL "A":

THAT PORTION OF THE SOUTH 15-1/2 ACRES OF GOVERNMENT LOT 2 IN SECTION 21, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, WHICH POINT BEARS NORTH 0 DEGREES 46' 00" EAST A DISTANCE OF 1,339.81 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 41' 05" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 3.55 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF "WOODS ADDITION TO ANACORTES, WASHINGTON" AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND WHICH POINT BEARS SOUTH 0 DEGREES 36' 55" WEST A DISTANCE OF 13.75 FEET FROM THE NORTHWEST CORNER OF SAID PLAT AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 41' 05" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 98.13 FEET TO A POINT ON THE LINE OF MEAN HIGH TIDE AS SHOWN ON "PLATE 5, TIDE AND SHORE LANDS OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES, HARBOR" ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE BOARD OF STATE LAND COMMISSIONERS AT OLYMPIA, WASHINGTON; THENCE NORTH 35 DEGREES 14' 00" WEST ALONG SAID LINE OF MEAN HIGH TIDE, A DISTANCE OF 111.46 FEET; THENCE NORTH 29 DEGREES 59' 00" EAST ALONG SAID LINE OF MEAN HIGH TIDE A DISTANCE OF 9.96 FEET; THENCE NORTH 89 DEGREES 41' 05" EAST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 216.19 FEET; THENCE SOUTH 18 DEGREES 16' 55" WEST A DISTANCE OF 91.14 FEET; THENCE SOUTH 89 DEGREES 56' 55" WEST A DISTANCE 30.00 FEET TO THE NORTHWEST CORNER OF "WOODS ADDITION TO ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 0 DEGREES 36' 55" WEST A DISTANCE OF 13.75 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL "B":

THAT PORTION OF GOVERNMENT LOT 2 AND GOVERNMENT LOT 3 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2 WHICH POINT BEARS NORTH 0 DEGREES 45' 59" EAST A DISTANCE OF 1,339.98 FEET (NORTH 0 DEGREES 46' 00" EAST A DISTANCE OF 1,339.81 FEET BY DEED) FROM THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 40' 16" WEST (SOUTH 89 DEGREES 41' 05" WEST BY DEED) ALONG THE PROJECTED SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 3.55 FEET TO A POINT ON THE WEST LINE OF "WOODS ADDITION TO ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 0 DEGREES 36' 55" EAST ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 13.75 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 56' 55" EAST A DISTANCE 30.00 FEET; THENCE NORTH 18 DEGREES 16' 55" EAST A DISTANCE OF 91.17 FEET (91.14 FEET BY DEED); THENCE SOUTH 89 DEGREES 40' 16" WEST (SOUTH 89 DEGREES 41' 05" WEST BY DEED) PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 31.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 40' 16" WEST A DISTANCE OF 159.35 FEET; THENCE NORTH 33 DEGREES 59' 14" EAST A DISTANCE OF 45.85 FEET; THENCE SOUTH 72 DEGREES 59' 14" EAST A DISTANCE OF 90.43 FEET; THENCE SOUTH 1 DEGREE 00' 37" WEST A DISTANCE OF



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10.94 FEET; THENCE NORTH 89 DEGREES 40' 16" EAST A DISTANCE OF 10.38 FEET; THENCE NORTH 46 DEGREES 58' 38" EAST A DISTANCE OF 36.34 FEET; THENCE SOUTH 23 DEGREES 08' 27" EAST A DISTANCE OF 26.71 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "C":

THAT PORTION OF TRACT 3, PLATE NO. 5 OF ANACORTES TIDE LANDS IN SECTION 21, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M. ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION, WITH THE LINE OF MEAN HIGH TIDE, AS SHOWN ON SAID PLATE 5, WHICH POINT BEARS SOUTH 89 DEGREES 41' 05" WEST A DISTANCE OF 101.68 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 89 DEGREES 41' 05" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2 EXTENDED WESTERLY A DISTANCE OF 125.02 FEET TO A POINT ON THE INNER HARBOR LINE, AS SHOWN ON SAID PLATE 5; THENCE NORTH 21 DEGREES 20' 30" EAST ALONG SAID INNER HARBOR LINE, A DISTANCE OF 107.60 FEET; THENCE NORTH 89 DEGREES 41' 05" EAST PARALLEL WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 26.53 FEET TO A POINT ON SAID LINE OF MEAN HIGH TIDE; THENCE SOUTH 29 DEGREES 59' 00" WEST ALONG SAID LINE OF MEAN HIGH TIDE, A DISTANCE OF 9.96 FEET; THENCE SOUTH 35 DEGREES 14' 00" EAST ALONG SAID LINE OF MEAN HIGH TIDE A DISTANCE OF 111.46 FEET TO THE TRUE POINT OF BEGINNING.



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