

**AFTER RECORDING MAIL TO:**

**Martin and Jasmine Loberg**  
PO Box 315  
Bow, WA 98232



201210240072  
Skagit County Auditor

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Recorded at the request of:  
Guardian Northwest Title  
Reference No.:

**DEED OF TRUST**

*(For use in the State of Washington only)*

104064-3

GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this **22nd** day of **October, 2012** between **Robert O'Larey and Celsa O'Larey, husband and wife**, GRANTORS, whose address is **22396 Summerleaf Lane**, Sedro Woolley, WA **98284**, **Guardian Northwest Title**, TRUSTEE, whose address is **1301-B Riverside Drive, Mount Vernon, WA, 98273** and **Martin Loberg and Jasmine Loberg** BENEFICIARY, whose address is **PO Box 315, Bow, WA 98232**.

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

Abbreviated Legal:

Lot 8, Cedar Creek Long Card PL06-0742

**For Full Legal See Attached Exhibit "A"**

Tax Parcel Number(s): **P127948, 4970-000-008-0000**

which real property is not used principally for agricultural 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 of the property.

**This Deed of Trust is Junior and Subordinate to that certain Deed of Trust in favor of Sterling Bank, in the original amount of \$204,000.00, dated October 22, 2012, and filed of Record on October 2012 as Auditor's File Number 201210240071, Official Records of Skagit, WA.**

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **Twenty Five Thousand and Five Hundred Dollars (\$25,500.00)** 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 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 in full on October **2017**.

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 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. 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 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 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.



Dated: October 22, 2012

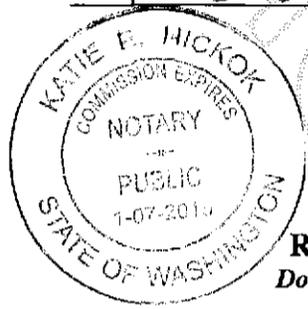
[Signature]  
Robert O'Larey

[Signature]  
Celsa O'Larey

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Robert O'Larey and Celsa O'Larey the person who appeared before me, and said person acknowledge that They signed this instrument and acknowledge it to be Their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-23-12 [Signature]



Katie Hickok  
Notary Public in and for the State of Washington  
Residing at: Mt Vernon  
My appointment expires: 1/07/2015

**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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form No. 1068-2  
ALTA Plain Language Commitment

Commitment No.: 104064  
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**Schedule "C"**  
**Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 8, as delineated on the "PLAT OF CEDAR CREEK" Long Card No. PL06-0742, as approved on October 7, 2008 and recorded on October 7, 2008 under Auditor's File No. 200810070082 records of Skagit County, Washington.



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